

CONTRACT

**TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038**

THIS CONTRACT, made and entered into the 2nd day of July, 2024, by and between the **City of Murrieta**, a municipal corporation, hereinafter referred to as "CITY," and **Millsten Enterprises, Inc.**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That CITY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Contract includes all of the Contract Documents, to wit: Notice Inviting Bids, Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans and Special Provisions entitled **TOT LOT IMPROVEMENT PROJECT PHASE 1**, Insurance Forms, this Contract, and all modifications and amendments thereto, and the latest version of the Standard Specifications for Public Works Construction, Parts 1 through 6, with the exception of Section 307, "Street Lighting and Traffic Signals," and the addition of the Standard Specifications, Department of Transportation, State of California State Standard Specifications, Section 86, "Signals, Lighting and Electrical Systems," and Section 56, "Signs," dated May 2006.

The Plans consist of:

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Copies of the Standard Specifications for Public Works Construction are available from the publisher:

Building News, Inc. (BNi)
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113
www.bnibooks.com

The aforementioned Standard Specifications will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans and Specifications of this Contract.

In case of conflict between the Standard Specifications for Public Works Construction or State Standard Specifications, and the remaining Contract Documents, the remaining Contract Documents shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used.

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Unless otherwise specified, CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract.

2. SCOPE OF WORK. CONTRACTOR shall perform the work as shown on the Contract Drawings, shall furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the completion of the following project:

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All of said work to be performed and materials to be furnished shall be in strict accordance with the Drawings and Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by CITY.

3. CITY APPROVAL. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of CITY or its authorized representatives.
4. CONTRACT AMOUNT AND SCHEDULE. CITY agrees to pay and Contractor agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

CONTRACTOR agrees to complete the work on TOT LOT IMPROVEMENT PROJECT PHASE 1 in a period not to exceed **One Hundred (100)** working days per Section 6-7 of the Standard Specifications for Public Work Construction, commencing upon the date stated in the Notice to Proceed by CITY. Construction shall not commence until bonds and insurance are approved by CITY.

5. CHANGE ORDERS. All change orders shall be approved by the City Council, except that the City Manager or his designee is hereby authorized by the City Council to make, by written order, changes or additions to the work in an amount not to exceed fifteen (15) percent of this Contract amount and the City Manager or his designee shall notify City Council in a public meeting if changes or additions to the work exceed ten (10) percent of this Contract amount.

6. PAYMENTS/ACCEPTANCE OF WORK. The text of Subsection 9-3.2 of the Standard Specifications for Public Works Construction is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. CONTRACTOR shall prepare the approximate measurement of the work performed through the closure date and submit it to CITY for approval by the tenth (10th) day of the following month. Payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. A full five percent (5%) retention will be deducted from all progress payments. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

Upon completion of the work, CONTRACTOR shall so notify the Project Manager, in writing, submit satisfactory evidence of payment for equipment, materials and labor, submit "CONTRACTOR'S AFFIDAVIT." Upon receipt of the notification, the Project Manager shall promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the Contract. If he finds materials, equipment, or workmanship that do not meet the terms of the Contract, he shall prepare a preliminary punch list of such items and submit it to CONTRACTOR. Final determination of acceptability shall be made by CITY. Upon acceptance of the work, CITY shall file a Notice of Completion. The conditions of the guarantee shall commence on the date that CITY files a Notice of Completion. CITY shall make final payment to CONTRACTOR in the manner provided by law following the expiration of thirty-five (35) days after filing the Notice of Completion.

The final payment shall include the entire sum found to be due hereunder after deducting all previous payments and such other lawful amounts as the terms of this Contract describe.

7. LIQUIDATED DAMAGES; EXTENSION OF TIME. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **five hundred dollars (\$500)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 4 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.
8. WAIVER OF CLAIMS. Unless a shorter time is specified elsewhere in this Contract, on or before making final request for payment under paragraph 6 above, CONTRACTOR shall submit to CITY, in writing, all claims for compensation under or arising out of this Contract; the acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against CITY under or arising out of this Contract except those previously made in writing and request for payment. CONTRACTOR shall be required to execute an affidavit, release, and indemnify agreement with each claim for payment.

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9. PREVAILING WAGES. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract, from Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of Murrieta. CONTRACTOR shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. CONTRACTOR shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code.

Pursuant to the provisions of 1775 of the Labor Code, CONTRACTOR shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

10. WORKERS' COMPENSATION LIABILITY INSURANCE. CONTRACTOR, by executing this Agreement, hereby certifies:

"I am aware of the provision of Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or 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."

11. TIME OF THE ESSENCE. Time is of the essence in this Contract.
12. INDEMNIFICATION. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify, hold harmless, and defend CITY, its officers, employees, and agents against any and all liability, injuries, or death of persons (CONTRACTOR's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of CITY.
13. CONTRACTOR'S INDEPENDENT INVESTIGATION. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this Contract out to bid will be accepted as an excuse for any failure or omission on the part of CONTRACTOR to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

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14. GRATUITIES. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to CITY's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
15. CONFLICT OF INTEREST. CONTRACTOR warrants that he has no blood or marriage relationship, and that he is not in any way associated with any City officer or employee, or any architect, engineer, or other preparer of the Drawings and Specifications for this project. CONTRACTOR further warrants that no person in his employ has been employed by CITY within one (1) year of the date of Notice Inviting Bids.
16. CONTRACTOR'S AFFIDAVIT. After completion of the work contemplated by this Contract, CONTRACTOR shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice that has been filed under the provisions of the laws of the State of California.
17. SIGNATURE OF CONTRACTOR

Corporations:

The signature must contain the name of the corporation, must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's office.

Partnerships:

Names of all persons comprising the partnership or co-partnership must be stated. Bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging signer to be a general partner is presented to the City Clerk, in which case the general partner may sign.

Joint Ventures:

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Individuals:

Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated in the signature.

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18. SUBSTITUTED SECURITY. In accordance with Section 22300 of the Public Contracts Code, CONTRACTOR may substitute securities for any monies withheld by CITY to ensure performance under the Contract.

At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a State or Federally chartered bank or an escrow agent who shall pay such monies to CONTRACTOR upon notification by CITY of CONTRACTOR's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

19. RESOLUTION OF CLAIMS. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the Parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document

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provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than \$50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 calendar days of receipt of the City's response or within 15 calendar days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an

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undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is

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denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

20. NOTICE TO CITY OF LABOR DISPUTES. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, CONTRACTOR shall immediately give notice thereof, including all relevant information with respect thereto, to CITY.
21. BOOKS AND RECORDS. CONTRACTOR's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of CITY.
22. UTILITY LOCATION. CITY acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.
23. REGIONAL NOTIFICATION CENTERS. CONTRACTOR agrees to contact the appropriate regional notification center in accordance with Government Code Section

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4216.2.

24. TRENCH PROTECTION AND EXCAVATION. CONTRACTOR shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.
- A. CONTRACTOR shall, without disturbing the condition, notify CITY, in writing, as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
- (1) The presence of any material that CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or
 - (3) Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

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- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
 - C. CITY shall promptly investigate the reported conditions. If CITY, through and in the exercise of its sole discretion, determines that the conditions do materially differ or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
 - D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights that pertain to the resolution of disputes and protests between the parties.
25. INSPECTION. The work shall be subject to inspection and testing by CITY and its authorized representatives during manufacture and construction and all other times and places, including, without limitation, the plans of CONTRACTOR and any of its suppliers. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.
26. DISCRIMINATION. CONTRACTOR represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.
27. GOVERNING LAW. This Contract and any dispute arising hereunder shall be governed by the law of the State of California.
28. WRITTEN NOTICE. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of CONTRACTOR as set forth in the Contract Documents, and to CITY addressed as follows:

*Brian Crawford
Senior Program Manager
City of Murrieta
1 Town Square
Murrieta, CA 92562*

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

DATED: _____

MILLSTEN ENTERPRISES, INC.

By: _____

Gregory Mills (Sole Officer)

Print or type NAME

Chief Executive Officer

Print or type TITLE

951-238-8666

Phone Number

By: _____

Gregory Mills (Sole Officer)

Print or type NAME

Chief Financial Officer

Print or type TITLE

951-238-8666

Phone Number

DATED: _____

CITY OF MURRIETA

By: _____

Lori Stone, Mayor

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

ATTEST:

Cristal McDonald, City Clerk

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PROPOSAL

**TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038**

DATE: 6/5/2024

TO THE CITY CLERK OF MURRIETA, CALIFORNIA:

BIDDER (Firm Name) Millsten Enterprises, Inc.

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

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CITY PROJECT NO. 23-473
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All in accordance with the City's Notice Inviting Bids, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein. The attached Bid Schedule is hereby made a part of this proposal.

The undersigned bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit prices or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract and furnish bonds in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities in any proposal in the interests of City.

The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed, and bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by bidder, the unit price will be considered to be the bid.

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BID SHEET

TOT LOT IMPROVEMENTS PROJECT PHASE 1

CITY PROJECT NO. 23-473

QIP 22026, 22035, 22036, 22038

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1.0	Oak Terrace Park, QIP 22026				
1.1	Mobilization, Demobilization and Final Cleanup	LS	1	\$ 21,476	\$ 21,476
1.2	Demolition, Clearing and Grubbing	LS	1	\$ 22,000	\$ 22,000
1.3	Traffic Control	LS	1	\$ 8,000	\$ 8,000
1.4	SWPPP and Erosion Control	LS	1	\$ 5,000	\$ 5,000
1.5	Construction Survey & Staking	LS	1	\$ 6,000	\$ 6,000
1.6	Project Informational Sign	LS	1	\$ 3,000	\$ 3,000
1.7	Site Grading	CY	20	\$ 200	\$ 4,000
1.8	Remedial Grading	CY	110	\$ 200	\$ 22,000
1.9	ADA Curb Ramp into Play Area	SF	121	\$ 25	\$ 3,025
1.10	PCC Sidewalk	SF	153	\$ 25	\$ 3,825
1.11	A-6 Curb and Gutter	LF	26	\$ 30	\$ 780
1.12	4" PVC Pipe	LF	121	\$ 50	\$ 6,050
1.13	Storm Drain Cleanout	EA	1	500	500
1.14	Concrete Paving with Deepened Edge	SF	340	\$ 25	\$ 8,500
1.15	Concrete Play Area Curb	LF	85	\$ 25	\$ 2,125
1.16	Remove and Install Bench	EA	1	\$ 1,500	\$ 1,500
1.17	Playground Equipment Installation	LS	1	\$ 82,500	\$ 82,500
1.18	Engineered Wood Fiber Play Surfacing	SF	2,920	\$ 4.23	\$ 12,351.60
1.19	Irrigation	LS	1	\$ 8,000	\$ 8,000
1.20	Planting	LS	1	\$ 8,000	\$ 8,000
1.21	Maintenance and Plant Establishment (30 Calendar Days)	LS	1	\$ 5,000	\$ 5,000
	Oak Terrace Park, QIP 22026 Subtotal				\$ 233,632.60
2.0	Palomar Park, QIP 22035				
2.1	Mobilization, Demobilization and Final Cleanup	LS	1	\$ 17,407	\$ 17,407
2.2	Demolition, Clearing and Grubbing	LS	1	\$ 15,000	\$ 15,000

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2.3	Erosion Control	LS	1	\$ 5,000	\$ 5,000
2.4	Traffic Control	LS	1	\$ 5,000	\$ 5,000
2.5	Project Informational Sign	LS	1	\$ 3,000	\$ 3,000
2.6	ADA Curb Ramp into Play Area	SF	75	\$ 25	\$ 1,875
2.7	Concrete Curb with Deepened Edge	LF	70	\$ 25	\$ 1,750
2.8	PCC Sidewalk	SF	160	\$ 25	\$ 4,000
2.9	4" of 3/4" Crushed Rock	SF	5,100	\$ 2	\$ 10,200
2.10	Playground Equipment Installation	LS	1	\$ 102,900	\$ 102,900
2.11	Engineered Wood Fiber Play Surfacing	SF	5,100	\$ 4.23	\$ 21,573
	Palomar Park, QP 22035 Subtotal				\$ 187,705
3.0	Northstar Park, QP 22036				
3.1	Mobilization, Demobilization and Final Cleanup	LS	1	\$ 45,669	\$ 45,669
3.2	Demolition, Clearing and Grubbing	LS	1	\$ 22,000	\$ 22,000
3.3	Traffic Control	LS	1	\$ 8,000	\$ 8,000
3.4	SWPPP and Erosion Control	LS	1	\$ 5,000	\$ 5,000
3.5	Construction Survey & Staking	LS	1	\$ 6,000	\$ 6,000
3.6	Project Informational Sign	LS	1	\$ 3,000	\$ 3,000
3.7	Site Grading	CY	230	\$ 200	\$ 46,000
3.8	Remedial Grading	CY	475	\$ 200	\$ 95,000
3.9	PCC Sidewalk	SF	1,385	\$ 25	\$ 34,625
3.10	ADA Curb Ramp into Play Area	SF	75	\$ 25	\$ 1,875
3.11	6" Mow Curb	LF	34	\$ 20	\$ 680
3.12	6" PVC Pipe	LF	162	\$ 60	\$ 9,720
3.13	Type 1 Masonry Retaining Wall	SF	276	\$ 50	\$ 13,800
3.14	Concrete Paving with Deepened Edge	SF	400	\$ 21	\$ 8,400
3.15	Type C Metal Hand Railing	LF	33	\$ 250	\$ 8,250
3.16	Concrete Play Area Curb	LF	315	\$ 25	\$ 7,875
3.17	Playground Equipment Installation	LS	1	\$ 123,300	\$ 123,300
3.18	Engineered Wood Fiber Play Surfacing	SF	10,120	\$ 4.23	\$ 42,807.60
3.19	Irrigation	LS	1	\$ 5,000	\$ 5,000
3.20	Planting	LS	1	\$ 10,000	\$ 10,000
3.21	Bench Installation	EA	6	\$ 500	\$ 3,000
3.22	Maintenance and Plant Establishment (30 Calendar Days)	LS	1	\$ 5,000	\$ 5,000
	Northstar Park, QP 22036 Subtotal				\$ 505,001.60

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

4.0	Monte Vista Park, QP 22038				
4.1	Mobilization, Demobilization and Final Cleanup	LS	1	\$ 34,665	\$ 34,665
4.2	Demolition, Clearing and Grubbing	LS	1	\$ 22,000	\$ 22,000
4.3	Traffic Control	LS	1	\$ 8,000	\$ 8,000
4.4	SWPPP and Erosion Control	LS	1	\$ 5,000	\$ 5,000
4.5	Construction Survey & Staking	LS	1	\$ 6,000	\$ 6,000
4.6	Project Informational Sgn	LS	1	\$ 3,000	\$ 3,000
4.7	Ste Grading	CY	150	\$ 200	\$ 30,000
4.8	Remedial Grading	CY	235	\$ 200	\$ 47,000
4.9	PCC Sidewalk	SF	170	\$ 25	\$ 4,250
4.10	A-6 Curb and Gutter	LF	12	\$ 25	\$ 300
4.11	ADA Curb Ramp into Play Area	SF	75	\$ 25	\$ 1,875
4.12	4" PVC Pipe	LF	56	\$ 50	\$ 2,800
4.13	Storm Drain Cleanout	EA	1	\$ 500	\$ 500
4.14	Concrete Paving with Deepened Edge	SF	1,720	\$ 25	\$ 43,000
4.15	Concrete Play Area Curb	LF	85	\$ 25	\$ 2,125
4.16	Playground Equipment Installation	LS	1	\$ 119,700	\$ 119,700
4.17	Engineered Wood Fiber Play Surfacing	SF	4,155	\$ 4.23	\$ 17,575.65
4.18	Rubberized Play Surfacing	SF	550	\$ 28.25	\$ 15,537.50
4.19	Irrigation	LS	1	\$ 5,000	\$ 5,000
4.20	Planting	LS	1	\$ 5,000	\$ 5,000
4.21	Maintenance and Plant Establishment (30 Calendar Days)	LS	1	\$ 5,000	\$ 5,000
Monte Vista Park, QP 22038 Subtotal					\$ 378,328.15

TOTAL BASE BID: \$ 1,304,667.35

TOTAL AMOUNT OF BASE BID (WORDS):

One million three hundred four thousand six hundred sixty seven dollars and thirty five cents

*** The Total Base Bid will be the bases of determining the low bid***

ADDITIVE BID ITEMS:					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
2.A	Furnish and Install Drain Sump at Palomar Park Location	LS	1	\$ 40,000	\$ 40,000

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

The unit price or lump sum prices to be paid for the items listed in the Proposal Bid Sheet shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the plans and as specified herein. Any items shown on the plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the appropriate item of the Contractor's bid.

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

BID SCHEDULE

TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038

Addendum(a) No(s). D has/have been received and is/are included in this proposal.

(Questions 1-3)
REJECTION OF BIDS

The undersigned agrees that City reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME

The Contract shall be signed by the bidder and returned with the proposal. Signatures shall comply with Section 17 of the Contract. The successful bidder shall submit the Contract bonds and insurance certificate, **within ten (10) calendar days** after the bidder has received a Notice of Award.

BID DEPOSIT

There is enclosed herewith, a certified check or surety bond in the sum of ten percent (10%) of the base One million three hundred four thousand six hundred six^{seventy} dollars and thirty-five cents (\$1,304,667.35) made payable to City and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds, the certified check or surety bond, the money payable thereon, shall be and remain the property of City.

The undersigned hereby certifies that he will have an appropriate license, issued by the State of California to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated: 6/5/2024
991238
California Contractor's License No.

CONTRACTOR

Gregory E. Mills
Signature
Gregory E. Mills, CEO
Print or Type Name and Title
951-238-8666
Telephone Number

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

SUBCONTRACTORS LIST

**TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038**

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent (0.5%), he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

(Identify by *Asterisk Certified DBE Contractors)

Bid Item Number	Name of Subcontractor - Trade	Address/ Telephone
1.5, 3.5, 4.5	DJI - Survey	Temecula CA 92590 951-699-8874
1.17, 3.17, 2.10 4.16	Tot Lot Pros - Tot Lot Install	Fontana, CA 92335 909-350-9500
CPS I	Travis Hurst Cert. # 53842425	909-350-9500
4.18	Gotham / Rubber Play Surface	San Diego, CA 92110 619-696-8841
1.18, 3.18, 2.10 4.17	Gotham / Engineered Wood fiber	San Diego, CA 92110 619-696-8841

NOTE: If alternate bids are called for, and the General Contractor intends to use different or additional subcontractors on the alternates, he must provide a separate list of subcontractors for each alternate.



 Signature of Bidder

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

TOT LOT IMPROVEMENTS PROJECT PHASE I

CITY PROJECT NO. 23-473

CIP 22026, 22035, 22036, 22038

The bidder is required to state what work of a similar character to that included in the proposed Contract he has successfully performed, especially for public agencies, and give references that will enable City to judge his responsibility, experience, skill, and business and financial standing. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance.

Goetz Park Ph 2, City of Perris \$2,057,876.61. Jessica Galloway 951-287-9903

jgalloway@cityofperris.org. Scope. Constructed 4.97 Acre Park to connect with existing. Included playground, picnic shelter, park furnishings, clearing, grubbing, grading, site drainage, bio-swale, sod, concrete flatwork, skate park, baseball, soccer, and multi-use fields, new fencing, lighting and pathway.

Dog Park Relocation, City of Laguna Woods \$415,263.40. April Baumgarten

949-639-0568. abaumgarten@cityoflagunawoods.org. Scope Included: Clear & grub, grading, landscaping, trees, shrubs, tree removal, park furnishings, artificial turf, Ameristar Fencing, Chain Link fencing, masonry block wall, concrete, curb work, irrigation system, fountain, waste & recycle stations.



Signature of Bidder

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes _____ No X _____

2. If yes, explain the circumstances:



Signature of Bidder

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

NON-COLLUSION AFFIDAVIT

TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038

State of California)
County of San Diego) ss

Gregory E. Mills, being first duly sworn, deposes and says that he or she is CEO of Millsken Enterprises, Inc., the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone, to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged the information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to before me this 4 day of JUNE, 2024

By: [Signature]
CEO
Title

Notary Public

Date: 6/4/2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO }

On 6/4/24 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared GREGORY E. MILLS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: GREGORY E. MILLS

Corporate Officer – Title(s): PRESIDENT

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT

BIDDER'S AGREEMENT

TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
CIP 22026, 22035, 22036, 22038

The undersigned also agrees as follows:

FIRST: Execute the Contract and submit with the proposal in the sealed bid.

SECOND: Within **ten (10) calendar days** from the receipt of the Notice of Award of Contract, furnish to City, two (2) satisfactory bonds in the amounts specified in the Notice Inviting Bids guarantying the faithful performance of the work and payment of bills.

THIRD: To begin work within **ten (10) calendar days** after the date specified in the Notice to Proceed.

Accompanying this proposal is cash, a cashier's check, or a certified check of a bidder's bond for not less than ten percent (10%) of the total amount of the bid payable to City which is to be forfeited, as liquidated damages, if, in the event Contractor does not execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check, or bidder's bond is to be returned to the undersigned. Within fifteen (15) calendar days after award of this Contract, City will return the bidder's bond accompanying such proposal not considered in making the award. All other bidder's bonds will be held until the Contract has been finally executed; they will then be returned to the bidders whose proposals they accompany.

Millsten Enterprises, Inc.
BIDDER'S NAME
31051 11th St., Nuevo, CA 92567
BIDDER'S ADDRESS

IMPORTANT NOTICE: If bidder is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager; if co-partnership, state true name of firm and names of all individual co-partners composing firm; or, if individual, state first and last names in full.

<u>[Signature]</u> Officer's Signature	<u>CEO</u> Title	<u>6/5/2024</u> Date
_____ Officer's Signature	_____ Title	_____ Date
_____ Officer's Signature	_____ Title	_____ Date

Signature and title of the officer(s) set forth above shall be authorized to sign contracts on behalf of the corporation, co-partnership, or individual. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with City prior to or at time of bid opening; otherwise, the bid will be subject to rejection by City Council.



Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
MILLSTEN ENTERPRISES, INC.
31051 11TH STREET
NUEVO, CA 92567

SURETY:
(Name, legal status and principal place of business)
OLD REPUBLIC SURETY COMPANY
445 SOUTH MOORLAND ROAD, SUITE 100
BROOKFIELD, WE 53005

OWNER:
(Name, legal status and address)
CITY OF MURRIETA, COMMUNITY SERVICES DEPARTMENT
1 TOWN SQUARE
MURRIETA, CA 92562

BOND AMOUNT: TEN PERCENT OF GREATER AMOUNT BID (10%)

PROJECT:
(Name, location or address, and Project number, if any)
TOT LOT IMPROVEMENTS PROJECT PHASE 1
CITY PROJECT NO. 23-473
MURRIETA, CA


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

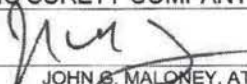
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3RD day of JUNE, 2024.

(Witness)

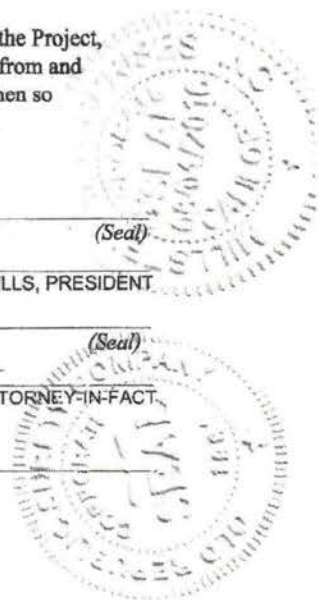
MILLSTEN ENTERPRISES, INC.
(Contractor as Principal) _____ *(Seal)*
CEO 
(Title) GREGORY E. MILLS, PRESIDENT

(Witness)

OLD REPUBLIC SURETY COMPANY
(Surety) _____ *(Seal)*

(Title) JOHN S. MALONEY, ATTORNEY-IN-FACT

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of SAN DIEGO }

On 6/3/2024 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JOHN G. MALONEY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Tracy Rodriguez*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JOHN G. MALONEY Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California }
County of SAN DIEGO }

On 6/3/24 before me, TRACY RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared GREGORY E. MILLS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Tracy Rodriguez*
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: GREGORY E. MILLS

Corporate Officer – Title(s): PRESIDENT

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

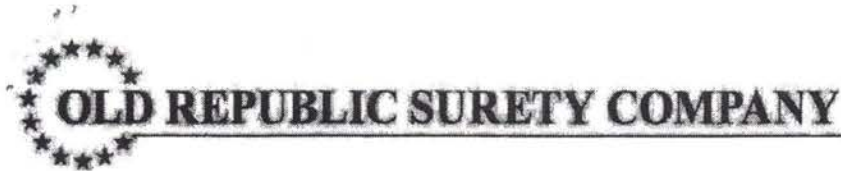
Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

John G. Maloney, Helen Maloney, Mark D. Iatarola of Escondido, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of September, 2022.

[Handwritten signature of Karen J. Haffner]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Handwritten signature of Alan Pavlic]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Handwritten signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

70 2082



Signed and sealed at the City of Brookfield, WI this 3RD day of JUNE, 2024.

[Handwritten signature of Karen J. Haffner]

Assistant Secretary

ORSC 22262 (3-06)



National Recreation and Park Association

Let it be known that


TRAVIS HURST

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



March 10, 2022

DATE CERTIFIED

53845-425

CERTIFICATION NUMBER

April 01, 2025

EXPIRATION DATE

Contractor's License Detail for License # 991238

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.

Business Information

MILLSTEN ENTERPRISES INC
31051 11TH ST
NUEVO, CA 92567
Business Phone Number:(951) 238-8666

Entity Corporation
Issue Date 03/17/2014
Reissue Date 11/08/2016
Expire Date **11/30/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C27 - LANDSCAPING](#)
- ▶ [A - GENERAL ENGINEERING](#)

Bonding Information

Contractor Information

Legal Entity Name
MILLSTEN ENTERPRISES INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000044514
Registration effective date
07/01/23
Registration expiration date
06/30/24
Mailing Address
31051 11TH ST NUEVO 92567 CA United States of America
Physical Address
31051 11TH ST NUEVO 92567 CA United States of America
Email Address
gem@millsten.com
Trade Name/DBA
Millsten Enterprises, Inc.
License Number (s)
CSLB:991238

Registration History

Effective Date	Expiration Date
06/18/18	06/30/19
06/22/17	06/30/18
11/14/16	06/30/17
07/01/19	06/30/21
07/01/21	06/30/22
07/18/22	06/30/23
07/01/23	06/30/24

Legal Entity Information

Corporation Entity Number: C3933180
President Name: Gregory E Mills
Vice President Name:
Treasurer Name: Henrik Kristensen
Secretary Name:
CEO Name: Gregory E Mills

Agency for Service:
Agent of Service Name: Kaila Kepler
Agent of Service Mailing Address: 43460 Ridge Park Drive, Ste 200 Temecula 92590 CA United States of America

▼ Contractor's License Detail for License # 818468

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.

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- ▶ 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.

Business Information

GOTHAM POURED RUBBER CORPORATION
DBA GOTHAM PLAYGROUNDS & SURFACING

PO BOX 81903
SAN DIEGO, CA 92138
Business Phone Number:(619) 696-8841

Entity Corporation
Issue Date 04/01/2003
Expire Date 04/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [D34 - PREFABRICATED EQUIPMENT](#)
 - ▶ [D12 - SYNTHETIC PRODUCTS](#)
-

Contractor Information

Legal Entity Name
GOTHAM POURED RUBBER CORPORATION
Legal Entity Type
Corporation
Status
Active
Registration Number
1000012699
Registration effective date
05/10/24
Registration expiration date
06/30/24
Mailing Address
PO Box 81903 SAN DIEGO 92138 CA United States of America
Physical Address
3960 w point loma blvd SAN DIEGO 92110 CA United States of America
Email Address
info@gothampouredrubber.com
Trade Name/DBA
GOTHAM
License Number (s)
CSLB:818468

Registration History

Effective Date	Expiration
06/29/18	06/30/19
06/29/17	06/30/18
06/30/16	06/30/17
07/10/15	06/30/16
02/27/15	06/30/15
07/01/19	06/30/20
05/10/24	06/30/24

Legal Entity Information

Corporation Entity Number: 547621
President Name: John Rooney
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:

Agent of Service Name: john rooney
Agent of Service Mailing Address: 3960 w point loma blvd san diego 92110 CA United States of America

Contractor's License Detail for License # 967975

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.

Business Information

TOT LOT PROS, INC
14688 EL MOLINO STREET
FONTANA, CA 92335
Business Phone Number: (909) 350-9500

Entity Corporation
Issue Date 11/29/2011
Expire Date 11/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [B - GENERAL BUILDING](#)
- ▶ [D34 - PREFABRICATED EQUIPMENT](#)
- ▶ [D12 - SYNTHETIC PRODUCTS](#)

Bonding Information

Contractor Information

Legal Entity Name
TOT LOT PROS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002374
Registration effective date
07/01/22
Registration expiration date
06/30/25
Mailing Address
14688 EL MOLINO ST. FONTANA 92335 CA United States of America
Physical Address
14688 EL MOLINO ST. FONTANA 92335 CA United States of America
Email Address
jack@totlotpros.com
Trade Name/DBA
TOT LOT PROS
License Number (s)
CSLB:967975

Registration History

Effective Date	Expiration I
05/25/18	06/30/19
05/26/17	06/30/18
05/25/16	06/30/17
07/07/15	06/30/16
10/31/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: C3399766
President Name: Jack Striegel
Vice President Name: Peter Eric Kleinecke
Treasurer Name:
Secretary Name: Travis Hurst
CEO Name:

Agency for Service:
Agent of Service Name: Jack Striegel
Agent of Service Mailing Address: 15335 River Rock St Fontana 92336 CA United States of America

Contractor Information

Legal Entity Name
TOT LOT PROS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002374
Registration effective date
07/01/22
Registration expiration date
06/30/25
Mailing Address
14688 EL MOLINO ST. FONTANA 92335 CA United States of America
Physical Address
14688 EL MOLINO ST. FONTANA 92335 CA United States of America
Email Address
jack@totlotpros.com
Trade Name/DBA
TOT LOT PROS
License Number (s)
CSLB:967975

Registration History

Effective Date	Expiration I
05/25/18	06/30/19
05/26/17	06/30/18
05/25/16	06/30/17
07/07/15	06/30/16
10/31/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: C3399766
President Name: Jack Striegel
Vice President Name: Peter Eric Kleinecke
Treasurer Name:
Secretary Name: Travis Hurst
CEO Name:

Agency for Service:
Agent of Service Name: Jack Striegel
Agent of Service Mailing Address: 15335 River Rock St Fontana 92336 CA United States of America



**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND
GEOLOGISTS**

ISSUANCE DATE
JUNE 15, 1990
EXPIRATION DATE
DECEMBER 31, 2024
CURRENT DATE / TIME
JUNE 6, 2024
3:04:47 PM

LICENSING DETAILS FOR: 6359

NAME: JANDA, DENNIS WAYNE
LICENSE TYPE: LAND SURVEYOR
LICENSE STATUS: CLEAR 

ADDRESS
42164 REMINGTON AVE
TEMECULA CA 92590
RIVERSIDE COUNTY
[MAP](#)