

BID PROPOSAL

PROJECT: Fuel Tank Infrastructure Phase IV (Re-Bid)

LOCATION: 80311 Trona Rd, Trona, CA 93562

OWNER: San Bernardino County

BID OPENING: June 30, 2025, at 10:00 A.M.

BIDDER: CornerstoneCC

San Bernardino County
Project and Facilities Management Department – Project Management
620 South E Street
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to supply and install two 10,000-gallon aboveground fuel tanks for the storage of unleaded and diesel fuel, within a 100-foot by 100-foot asphalt-paved enclosure, Additionally, the scope of work includes the installation of new fencing, light pole, and the installation of a new diesel fuel backup generator, in Trona, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of One Million Five Hundred Fifty Thousand Dollars

(\$ 1,550,000.00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, One Hundred and Fifty Five Thousand Dollars (\$ 155,000.00), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 620 South E Street, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of **\$500.00** per day for each calendar day the work remains incomplete, to be deducted from any payments due



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The escheatment laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" after the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy
9569544236

06/30/2025
Void after 1 year

Remitter: CORNERSTONE DEVELOPMENT COMPANY

\$** 155,000.00 **

Pay To The Order Of: SAN BERNARDINO COUNTY

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

282111107 6/2023 8810004306

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK		CASHIER'S CHECK		HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK	
		Date	06/30/2025	9569544236	91-2 1221
Remitter: CORNERSTONE DEVELOPMENT COMPANY		Void after 1 year			
Pay To The Order Of: SAN BERNARDINO COUNTY					
Pay: ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS AND 00 CENTS		\$** 155,000.00 **			
Drawer: JPMORGAN CHASE BANK, N.A.					
Thomas W Horne, Chief Administrative Officer JPMorgan Chase Bank, N.A. Phoenix, AZ					
Memo: <u>Trona</u>					
Note: For information only. Comment has no effect on bank's payment.					

⑈9569544236⑈ ⑆122100024⑆ 806002234⑈

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

CORNERSTONECC
13392 Amargosa Rd
Victorville CA 92392

OWNER:

(Name, legal status and address)

San Bernardino County, California 620 South E Street, San
Bernardino, CA 92415-0184

BOND AMOUNT: 10% of bid amount

PROJECT:

(Name, location or address, and Project number, if any)

PROJECT NO. 10.10.1195 FUEL TANK INFRASTRUCTURE PHASE IV (RE-BID)
TRONA, CALIFORNIA

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.

SURETY:

ENDURANCE ASSURANCE COROPORATION

12890 Lebanon Road
Mount Juliet, TN 37122-2870

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Signed and sealed this 30th day of JUNE, 2025.

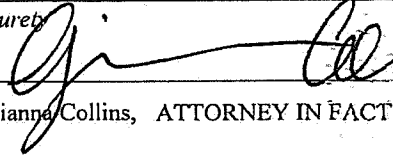

(Witness)

CORNERSTONECC


(Contractor as Principal) (Seal)
CEO
(Title)


(Witness)

ENDURANCE ASSURANCE COROPORATION


(Seal)
Gianna Collins, ATTORNEY IN FACT

Init.

Additions and Deletions Report for **AIA[®] Document A310[™] – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:55:14 on 01/10/2013.

PAGE 1

NONE

ALL-PURPOSE ACKNOWLEDGMENT

State of TENNESSEE

County of WILSON

On 06/30/2025 before me, CRYSTAL M YORK
Insert name and title of officer here

personally appeared Gianna Collins

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 signatures(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 TN that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Crystal M York
Signature of Notary Public

(Notary Seal)



INFORMATION BELOW IS RECOMMENDED BUT NOT REQUIRED

TITLE/DESCRIPTION OF THE ATTACHED DOCUMENT

DOCUMENT DATE 06/30/2025 NUMBER OF PAGES 1

N/A

Additional Information

CAPACITY CLAIMED BY SIGNER

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of SAN BERNARDINO }

On 06/30/2025 before me, MEGAN HANSEN, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared CHAD SHOLVER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: Gianna Collins

Capacity(ies) Claimed by Signer(s)

Signer's Name: CHAD SHOLVER

☒ Corporate Officer – Title(s): CEO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: ComerstoneCC

Signer's Name: Gianna Collins

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: Endurance Assurance Corporation

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Michael K Neschke, Charisa R Sloan, Gianna Collins

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel
By: Richard Appel; SVP & Senior Counsel

Richard M Appel
By: Richard Appel; SVP & Senior Counsel

Richard M Appel
By: Richard Appel; SVP & Senior Counsel

Richard M Appel
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:

Amy Taylor

Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of June, 2025

By: *Daniel S. Loke*, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

BID PROPOSAL

PROJECT: Fuel Tank Infrastructure Phase IV (Re-Bid)

LOCATION: 80311 Trona Rd, Trona, CA 93562

OWNER: San Bernardino County

BID OPENING: June 30, 2025, at 10:00 A.M.

BIDDER: CornerstoneCC

San Bernardino County
Project and Facilities Management Department – Project Management
620 South E Street
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to supply and install two 10,000-gallon aboveground fuel tanks for the storage of unleaded and diesel fuel, within a 100-foot by 100-foot asphalt-paved enclosure. Additionally, the scope of work includes the installation of new fencing, light pole, and the installation of a new diesel fuel backup generator, in Trona, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of One million five hundred-fifty thousand Dollars

(\$ 1,550,000)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, One hundred fifty-five thousand dollars Dollars (\$ 155,000), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 620 South E Street, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of **\$500.00** per day for each calendar day the work remains incomplete, to be deducted from any payments due

or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County 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.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional

insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION

This Project is subject to the California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code

of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the "Regulations"). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the Contractor's off-road diesel-fueled fleets comply with CARB regulations. Section 2449(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission. Failure to provide Contractor's CARB compliance number may constitute a material irregularity rendering their bid non-responsive and non-responsible, and subject to rejection for non-responsiveness.

No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a bid, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and any successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites. The Certificates of Reported Compliance received by the Contractor for this Project must be retained for three (3) years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five (5) business days of the request. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation Section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB within the time period contained in the Regulations.

Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor. If applicable, Contractor shall prominently

display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Contractor shall complete and return the "California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance" form attached hereto as a condition to bidding this Project.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent ($1/2$ of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after

April 1, 2015).¹ The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: _____

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Marriot Fence	8%	Hesperia	981007	1000000398	

¹ Note: The requirement to be registered with the DIR or submit electronic certified payroll records (eCPRs) is not required during any pause issued by the DIR. While any DIR initiated pause is in effect, the County will not be requiring a bidder or listed subcontractor to be registered with the DIR as a condition of being awarded a contract or a bid to be found responsive.

Kleinfelder	>1%	Bakersfield	N/A		N/A
Eastridge	30%	Murrieta	1081150	100082554	N/A
United Paving	10%	Corona	865828	1000202563	

ADDENDA

This bid includes Addendum No. 1 dated 6/24/2025
Addendum No. _____ dated _____

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Other

Name of Bidder: Cornerstone CC

Address: 13392 Amargosa RD

Victorville Ca 92392 Phone: 760-503-5545

Email: CC @ Cornerstone . DEV

Contractor's License No.: 1073799 Primary Class: A & B

Expiration Date of Contractor's License 3/31/2027

Contractor's DIR Registration # 1000814153 ²

Contractor's California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation Compliance No.: N/A

I declare under penalty of perjury the above is true and correct.

Authorized Signature: [Signature] Title: Director

Print Name: Gregory Dahn Date: 6/30/2025

² See footnote 1

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Director of Cornerstone CC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/30/2025 [date], at Hesperia [city], Ca [state].

Signed: [Signature]

Title: Director of construction

CONTRACTOR CERTIFICATION

CALIFORNIA AIR RESOURCES BOARD (CARB)

IN-USE OFF-ROAD DIESEL FUELED FLEET CERTIFICATION OF COMPLIANCE

I hereby certify that Contractor is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

1. **Certification of Compliance.** I hereby certify that I and all of my subcontractors will conform to the California Air Resource Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions.** Check one (1) box below.

☐ Contractor's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the valid Certificate(s) Reported Compliance with this Regulation for In-Use Off-Road Diesel-Fueled Fleet provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable must be provided with this form.)

☐ Contractor certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

3. I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.


***Note:** All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors table contained in the Bid Proposal.

Failure to submit this form or comply with any of the above requirements may result in the bid to be found non-responsive and the bid bond forfeited. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.

Bidder's Company Name: Cornerstone CC

Signature:



Title: Director _____

Print

Date: 6/30/2025

Name: Gregory Dahn

ADDENDUM NO. 1
TO THE BID DOCUMENTS FOR THE FUEL TANK INFRASTRUCTURE PHASE IV
AT
TRONA, CA

The following changes and/or additions shall be made to the plans and/or specifications. All other requirements of the contract documents shall remain the same. The Bidder shall acknowledge receipt of the addendum by inserting its number and date in the Bid Proposal.

Responses to Pre-Bid Request for Information (RFI's):

Q1. Can we submit an alternate dispenser in lieu of Wayne dispensers?

RESPONSE: NO. Please provide and install Wayne Fuel Dispensers as specified.

Q2. Drawing E300, detail 3, shows 200-amp two pole breakers feeding new panel FS. However, detail 1 shows new panel FS being fed from a 150-amp breaker. Which one is correct?

RESPONSE: Please install 200A circuit breakers.

Q3. Drawing E001 general notes number 11 calls out XHHW-2 for outdoor wiring needs. Page E300 calls out THWN-2. Please confirm which wire will be required for this application.

RESPONSE: Please install XHHW-2 wires.

Q4. Is the private residence aware of the potential for power disruption during construction? If so, what has been conveyed to the owner?

RESPONSE: The Yard's Supervisor resides in the private residence and is aware of the project.

Q5. Is the site exempt from Phase II Vapor Recovery?

RESPONSE: YES.

Q6. Can you confirm that the minimum wire size is 10 gauge for the project?

RESPONSE: Correct, Minimum #10 AWG



Q7. The bid documents are silent as to who provides the initial fuel fill for the 10,000-gallon tanks. Who is responsible for the fuel, Contractor or County?

RESPONSE: SBC Fleet.

Q8. The title sheet under Scope of Work note 11 reads, "Install illuminated county fuel site sign". There is no information in the specs about this signage. Where exactly does it go, is it illuminated internally or externally? Please advise.

RESPONSE: Fleet will provide signage, contractor to install. Contractor to coordinate location with PFMD and Fleet Management.

Q9. Will the San Bernardino County accept fuel tanks from a different manufacturer? The tank manufacturers we would like to have approved are any and all that make the Fireguard Tank, which include Spartan, Inc. (spartaninc.net), Highland Tank, (highlandtank.com), Newberry Tanks (newberrytanks.com), Mills Equipment (millsequipment.com), to name a few, but also are not limited to other manufacturers that build the UL2085 tank specified in the specs.

RESPONSE: Due to several pertinent fueling system components, devices, piping, and requirements, SBC Fleet will not approve other manufacturers which will require design modifications, another round of plan checks, additional time extension, and substantial cost increases.

Q10. Does the site utilize an Automatic Tank Monitoring Unit and/or Fuel Management Unit? (example: Omntec Proteus, Veeder Root TLS, FuelMaster, etc.)

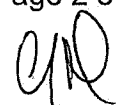
RESPONSE: Install Omntec Proteus Series OEL-8000III-K Tank Gauging System.

Q11. Will the San Bernardino County accept fuel dispensers from a different manufacturer?

RESPONSE: NO. Please provide and install Wayne Fuel Dispensers as specified.

Q12. Who is responsible for fueling the Generator?

RESPONSE: Contractor is responsible to provide a full tank of Fuel with the Generator.



Sarah Riley

Sarah Riley, Chief of Project Management
Project and Facilities Management Department,
Project Management

SR:DS;eg

San Bernardino County
Project and Facilities Management Department,
Project Management
620 S E Street
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

DATE: June 24, 2025

A handwritten signature in black ink, appearing to be the initials 'SR' or similar, located at the bottom right of the page.



Addendum No. 1-Fuel Tank Infrastructure Phase IV

Final Audit Report

2025-06-24

Created:	2025-06-24
By:	Sylvia Angulo (Sylvia.Angulo@pfm.sbcounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmqL7lh46lcDPSqJcK0OD8HmWsWsOubC_

"Addendum No. 1-Fuel Tank Infrastructure Phase IV" History

-  Document created by Sylvia Angulo (Sylvia.Angulo@pfm.sbcounty.gov)
2025-06-24 - 4:07:00 PM GMT
-  Document emailed to Sarah Riley (sarah.riley@pfm.sbcounty.gov) for signature
2025-06-24 - 4:07:04 PM GMT
-  Email viewed by Sarah Riley (sarah.riley@pfm.sbcounty.gov)
2025-06-24 - 4:14:41 PM GMT
-  Document e-signed by Sarah Riley (sarah.riley@pfm.sbcounty.gov)
Signature Date: 2025-06-24 - 4:14:59 PM GMT - Time Source: server
-  Agreement completed.
2025-06-24 - 4:14:59 PM GMT



NONCOLLUSION DECLARATION

TO BE EXECUTED BY EACH SUBCONTRACTOR

AND SUBMITTED PRIOR TO CONTRACT AWARD

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 bid or of any other bid, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signed: _____

Title: _____

CONTRACT BOND

BOND NUMBER _____

PUBLIC WORK

EFFECTIVE DATE _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,

(Name of Principal)

_____, as Principal
(Principal's Address)

and _____
(Name of Surety)

(Surety's Address)

a corporation organized and existing under the laws of the State of _____,
and authorized to transact surety business in the State of California, as Surety, are held
and firmly bound unto San Bernardino County in the amount of
_____ Dollars (\$_____),
lawful money of the United States of America, for which amount well and truly to be made,
we hereby bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract dated _____, 20____,
(the "Contract") with San Bernardino County to do and perform the following work:

Project Name:

Project #:

The work to be performed by Principal is more particularly set forth in the Contract documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS the Contract Documents require Principal to perform the terms and conditions thereof, and to furnish a bond for the faithful performance of said Contract Documents.

NOW THEREFORE, the condition of this obligation is such that if the Principal, his, her 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 Documents and any alteration thereof made as therein provided, on his, her or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall faithfully fulfill all obligations during the term of the Contract, and during the period of a general guarantee of all work executed under the Contract for a period expiring twelve (12) months after the date of acceptance of such work by San Bernardino County, and

during the life of all guarantees provided for under the Contract that extend for a period longer than said twelve (12) month period; and shall indemnify, defend and hold harmless San Bernardino County and its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligations secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by San Bernardino County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good during the time periods stated herein above, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect San Bernardino County from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit San Bernardino County's rights or the Principal or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by San Bernardino County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at San Bernardino County's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and San Bernardino County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by San Bernardino County under the Contract and any modification thereto, less any amount previously paid by San Bernardino County to the Principal and any other set offs pursuant to the Contract Documents.
- (3) Permit San Bernardino County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by San Bernardino County under the Contract and any modification thereto, less any amount previously paid by San Bernardino County to the Principal and

any other set offs pursuant to the Contract Documents.

Surety expressly agrees that San Bernardino County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Project if San Bernardino County notifies Surety of San Bernardino County's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this _____ day of _____, 20__, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal

(Have Signature(s) Notarized)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

(Seal)

Surety

(Have Signature(s) Notarized and Attach Power of Attorney)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

CONTRACT BOND

BOND NUMBER _____

PUBLIC WORK

EFFECTIVE DATE _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS: That we,

(Name of Principal)

_____, as Principal
(Principal's Address)

and _____
(Name of Surety)

(Surety's Address)

a corporation organized and existing under the laws of the State of _____,
and authorized to transact surety business in the State of California, as Surety, are held
and firmly bound unto San Bernardino County in the amount of
_____ Dollars (\$_____),
lawful money of the United States of America, for the payment whereof, well and truly to
be made, we hereby bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract dated _____, 20____,
(the "Contract") with San Bernardino County to do and perform the following work:

Project Name:

Project #:

The work to be performed by Principal is more particularly set forth in the Contract Documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS, the Contract Documents require Principal, before entering upon the performance of the work, to file a good and sufficient Payment Bond with San Bernardino County to secure the claims to which reference is made in Division 4, Part 6, Title 3, sections 9000 et seq. of the California Civil Code.

NOW THEREFORE, the condition of this obligation is such that if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the

wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons 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 effect.

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 or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the Contract Documents thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this day _____ of _____, 20__, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal

(Have Signature(s) Notarized)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____

(Seal)

Surety

(Have Signature(s) Notarized and Attach Power of Attorney)

Name: _____

By: _____

Title: _____

Address: _____

Phone _____