



BID BOND

- ☐ Everest Reinsurance Company
☒ Everest National Insurance Company


Everest Insurance
461 5th Avenue – 4th Floor
New York, N.Y. 10017

KNOW ALL MEN BY THESE PRESENTS: That we R E Chaffee Construction, Inc. (hereinafter called the Principal), and Everest National Insurance Company a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto San Bernardino County (hereinafter called the Obligee) in the sum of ten percent of total amount bid. . . . Dollars (\$ 10%) , lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for FUEL TANK INFRASTRUCTURE PHASE IV (Re-Bid).

Now, Therefore, If the Obligee shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 24th day of June, 2025 .



(Witness)

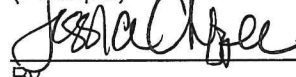


(Witness)

R E Chaffee Construction, Inc.

(Principal)


(Seal)

 Jessica Chaffee Secretary
By _____

Everest National Insurance Company

(Surety)

(Seal)


By Margie Wager , Attorney-in-Fact

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.

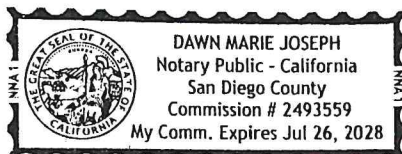
State of California)

County of San Diego)On JUN 24 2025 before me, Dawn Marie Joseph,
Date Here Insert Name and Title of the Officerpersonally appeared Margie Wager
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 Dawn Marie Joseph
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Margie Wager

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of June 2025.



By: Sylvia Semerdjian, Assistant Secretary

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: RE Chaffee Construction Inc.

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 eight hundred nine thousand Dollars

(\$ 1,801,000)

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, _____ Dollars (\$ _____), 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: RE Chaffee Construction Inc.

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
S. Christensen Engineering	Asphalt	21288 P-P-80 RD Apple Valley CA	1105109	1001172147	246536

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.

Big Bear Electric	Electrical	PO Box 3001 Big Bear City CA 92314	972 582	1000002330	Exempt

ADDENDA

This bid includes Addendum No. 1 dated 6/24/25
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: RE Chaffee Construction Inc.

Address: 6025 Park Drive PO Box 3087 Wrightwood, CA 92397

Phone: 760-249-8068

Email: jessica@rechaffee.com


Contractor's License No.: 897948 Primary Class: A,B,C57

Expiration Date of Contractor's License 12/31/2026

Contractor's DIR Registration # 1000707243 ²

Contractor's California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation Compliance No.: 219371

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

Authorized Signature:  Title: Secretary

Print Name: Jessica Chaffee Date: 06/25/2025

² See footnote 1

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

This is to certify that RE Chaffee Construction Inc.

hereinafter "the undersigned", declares to County Service Area (CSA) 60 – Apple Valley Airport hereinafter "the District", under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees or subcontractors used in or contributing to the execution of its contract with the the District with regard to the building, erection, construction, or repair of that certain work of improvement known as: Fuel Tank Infrastructure Phase IV

† situated in the City / Community of Trona, California
San Bernardino County, State of California, more particularly described as follows:

Project No 16.10.1195
Fuel Tank Infrastructure Phase IV (Re-Bid)

The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract which would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit the District and all its agents and employees of the District, and each of them, from any and all claims, debts, demands, or causes of action which exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and the District or which relate in any way to the work performed by the undersigned with regard to the above-referenced construction project.

Further, the undersigned expressly acknowledges its awareness of and waives the benefits of paragraph 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This release is intended to be a full and general release of any and all claims which the undersigned now has or may, in the future, have against the District and/or its agents and employees with regard to any matter arising from the construction of the above-referenced project of the contract between the District and the Contractor with respect thereto whether such claims are now known or unknown, or are suspected or unsuspected.

Dated: 06/25/2025

Name

By: RE Chaffee

Title: Secretary

Name of Entity: RE Chaffee Construction Inc.

**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: RE Chaffee Construction Inc.

Signature: 

Title: Secretary

Print Name: Jessica Chaffee

Date: 06/25/2025

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






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.
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- ☐ Everest Reinsurance Company
☒ Everest National Insurance Company


Everest Insurance
461 5th Avenue – 4th Floor
New York, N.Y. 10017

KNOW ALL MEN BY THESE PRESENTS: That we R E Chaffee Construction, Inc. (hereinafter called the Principal), and Everest National Insurance Company a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto San Bernardino County (hereinafter called the Obligor) in the sum of ten percent of total amount bid. . . . Dollars (\$ 10%) , lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for FUEL TANK INFRASTRUCTURE PHASE IV (Re-Bid).

Now, Therefore, If the Obligor shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligor the difference in money between the amount of the bid of said Principal and the amount for which the Obligor legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 24th day of June, 2025 .

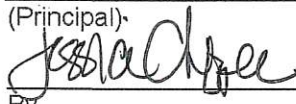


(Witness)



(Witness)

R E Chaffee Construction, Inc.

(Principal) _____ (Seal)
 Jessica Chaffee Secretary
By _____

Everest National Insurance Company


(Surety) _____ (Seal)

By Margie Wager, Attorney-in-Fact

CIVIL CODE § 1189

State of California)
County of San Diego)
On JUN 24 2025 before me, Dawn Marie Joseph
Date Here Insert Name and Title of the Officer
personally appeared Margie Wager
Name(s) of Signer(s)

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

 DAWN MARIE JOSEPH
Notary Public - California
San Diego County
Commission # 2493559
My Comm. Expires Jul 26, 2028

Signature Dawn Marie Joseph
Signature of Notary Public

OPTIONAL

Description of Attached Document

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

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Margie Wager

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of June 2025.



By: Sylvia Semerdjian, Assistant Secretary

California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

RE CHAFFEE CONSTRUCTION INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

219371

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

S. CHRISTENSEN ENGINEERING INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

246536

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

BA20231177376

For Office Use Only

-FILED-

File No.: BA20231177376

Date Filed: 7/26/2023

Entity Details

Corporation Name **R.E CHAFFEE CONSTRUCTION INC.**
Entity No. **4603253**
Formed In **CALIFORNIA**

Street Address of Principal Office of Corporation

Principal Address **6001 PARK DRIVE
WRIGHTWOOD, CA 92397**

Mailing Address of Corporation

Mailing Address **PO BOX 3087
WRIGHTWOOD, CA 92397**

Attention

Street Address of California Office of Corporation

Street Address of California Office **6001 PARK DRIVE
WRIGHTWOOD, CA 92397**

Officers

Officer Name	Officer Address	Position(s)
<input checked="" type="checkbox"/> JESSICA R CHAFFEE	PO BOX 252 WRIGHTWOOD, CA 92397	Secretary
<input checked="" type="checkbox"/> RONALD E CHAFFEE JR	PO BOX 252 WRIGHTWOOD, CA 92397	Chief Executive Officer, Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Ronald Eugene Chaffee Jr.	PO Box 3087 Wrightwood, CA 92397

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name **RONALD EUGENE CHAFFEE JR**
Agent Address **2324 ZERMATT DRIVE
WRIGHTWOOD, CA 92397**

Type of Business

Type of Business **GENERAL CONTRACTOR**

Email Notifications

Opt-in Email Notifications **Yes, I opt-in to receive entity notifications via email.**

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Ronald E Chaffee Jr

Signature

07/26/2023

Date



RE CHAFFEE CONSTRUCTION INC.
PO Box 3087
Wrightwood, CA 92397

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Jessica Chaffee

Position/Title: Corporate Secretary

Telephone Number: 760.249.8068

Email Address: Jessica@rechaffee.com

Signature: Jessica Chaffee

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of RE Chaffee Construction Inc. corporation duly conformed pursuant to the laws of the state of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of RE Chaffee Construction Inc. (Company) on 7/26, 2023.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Jessica Chaffee

Secretary



RE CHAFFEE CONSTRUCTION INC.
PO Box 3087
Wrightwood, CA 92397

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Ronald Chaffee

Position/Title: President

Telephone Number: 760.249.8068

Email Address: ronnie@rechaffee.com

Signature: [Signature]

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of RE Chaffee Construction Inc., a corporation duly conformed pursuant to the laws of the state of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of RE Chaffee Construction Inc. (Company) on 7/24, 2023.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

[Signature]

Secretary