

Bid Proposal Checklist

- ☒ All Addenda are acknowledged
- ☒ Bid Package signed by authorized party
- ☒ Signed Non-Collusion Declaration from Prime Contractor enclosed
- ☒ Signed Contractor Certification of California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleet Certification of Compliance
- ☐ Original Bid Bond enclosed; or
- ☒ If submitting via ePro, the original Bid Bond is required to be mailed to Project and Facilities Management.
Note: Bid Bond must be received by Project Management by time of bid
- ☒ No modifications made to bid forms
- ☒ Envelope properly labeled
- ☐ Remember to **seal** the bid and deliver to:

Project and Facilities Management Department
620 S E ST.
San Bernardino, California 92415-0184

Please Note: This checklist is only provided to assist the bidders. It is the bidder's sole responsibility to ensure that they are complying with the requirements included in the Bid Package in their entirety, even if they are not identified on this checklist.

BID PROPOSAL

PROJECT: Yucaipa Regional Park Restroom Replacement
LOCATION: 33900 Oak Glen Rd, Yucaipa, CA 92399
OWNER: San Bernardino County
BID OPENING: January 7, 2026 at 1:00 pm
BIDDER: ABBOUD DIAMOND CONSTRUCTION, INC.

San Bernardino County
Project and Facilities Management Department – Project Management
620 South E St.
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 demolishing the existing four restrooms and replacing with four new prefabricated restrooms and concrete foundation and walkway with a new ADA asphalt parking stall for each restroom in Yucaipa, 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.

The following Bid Items are listed in order of priority.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications except for those items designated as Additive Alternate No. 1.

The LUMP SUM of Two-Million Two-Hundred and Fifty Thousand Dollars
(\$ 2,250,000.00)

ADDITIVE ALTERNATE NO.1

Provide cape seal over parking areas as designated in the Plans and Specifications, except for those items designated as BASE BID.

The LUMP SUM of _____ Dollars
(\$ _____)

The above-mentioned BASE BID and ADDITIVE ALTERNATE NO. 1 include 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 County shall determine the low bid pursuant to Public Contract Code Section 20103.8:

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding ADDITIVE ALTERNATE NO. 1 to the contract after the lowest responsible bidder has been determined.

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 St., San Bernardino, CA 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 270 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 **\$1,500.00 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/she is currently the holder of a State Contractor's Class B License. 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). The undersigned agrees that if he/she does not list a subcontractor(s) under the Designation of Subcontractors section

of this Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the undersigned must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); and Plumbing (C-36).

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 2249(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 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(s) 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. In order for the undersigned to perform the work in any of the following trades, the undersigned must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); and Plumbing.

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). 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: ABBOUD DIAMOND CONSTRUCTION, INC.

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
ENRICHED ENERGY SOLUTIONS	ELECTRICAL	10405 SAN SAVAINA WAY, UNIT C MIRA LOMA, CA 91752	995598	1000440173	N/A
K.E. RODGERS, INC	PLUMBING	530 TEXAS ST REDLANDS, CA 92374	1000195	1000033832	E153211
STRUCTURE CAST	PRECAST	8261 McCUTCHEN ROAD, BAKERSFIELD, CA 923311	774870	1000000308	N/A
JJ&S ENVIRONMENTAL SERVICES, INC.	ABATEMENT	925 POINSETTIA AVE. STE 4, VISTA, CA 92081	975044	1000834731	N/A
REGAN PAVING	ASPHALT	22941 TEMESCAL CANYON ROAD, CORONA, CA 92883	538134	1000002950	N/A

ADDENDA

This bid includes Addendum No. 1 dated 12/22/2025

Addendum No. 2 dated 01/05/2026

 Addendum No. 3 dated 01/08/2026

 Addendum No. dated

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.

ADDENDA

This bid includes Addendum No. _____ dated _____

 Addendum No. _____ dated _____

_____ Addendum No. _____ dated _____

_____ Addendum No. _____ dated _____

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.

ADDENDA

This bid includes Addendum No. _____ dated _____

 Addendum No. _____ dated _____

_____ Addendum No. _____ dated _____

_____ 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: ABBOUD DIAMOND CONSTRUCTION, INC.

Address: 1849 WEST REDLANDS BLVD. STE 101

REDLANDS, CA 92373

Phone: 909-335-4866

Email: JOHN@DCC-INC.COM

Contractor's License No.: 735707 Primary Class: B - GENERAL BUILDING

Expiration Date of Contractor's License 05.31.2027

Contractor's DIR Registration # 1000001080

Contractor's California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled
Fleets Regulation Compliance No.: UEID: E151039 VCC1002371479 VCC1002371466

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

Authorized Signature: *John Abboud* Title: PRESIDENT

Print Name: JOHN ABOUD Date: 01.21.2026

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: ABBOUD DIAMOND CONSTRUCTION, INC.

Signature: *John Abboud* Title: PRESIDENT

Print Name: JOHN ABBODD Date: 01.21.2026



Vehicle Compliance Certification

Issue Date: 11/4/2025

Start Date: 11/4/2025

Expiration Date: 3/30/2026



Certification ID: VCC1002371479

Vehicle Information

Vehicle Identification Number (VIN): 3ALACWFD0KDKC9135

Vehicle License Plate: 50761P2

Vehicle Make:

Vehicle Model Year: 2019

Vehicle Model: FREIGHT

Business Information

Company/Entity Name: Abboud Construction, Inc.

Entity ID: E151039

Primary Address: 1849 W Redlands Blvd, Ste 101, Redlands, CA 92373, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit <https://ww2.arb.ca.gov/cleantruckcheck>.

To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 12/23/2025

Start Date: 12/23/2025

Expiration Date: 5/30/2026



Certification ID: VCC1002371466

Vehicle Information

Vehicle Identification Number (VIN): 1FD0W4GT7PED62549

Vehicle License Plate: 84616W3

Vehicle Make: FORD

Vehicle Model Year: 2023

Vehicle Model: F450 CREW

Business Information

Company/Entity Name: Abboud Construction, Inc.

Entity ID: E151039

Primary Address: 1849 W Redlands Blvd, Ste 101, Redlands, CA 92373, USA

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To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 10/17/2024

Start Date: 10/17/2024

Expiration Date: 10/31/2026

Certification ID: VCC1002466739

Vehicle Information

Vehicle Identification Number (VIN): 1GB3KCY1HF160716

Vehicle License Plate: 15531J2

Vehicle Make: CHEV

Vehicle Model Year: 2017

Vehicle Model: VA

Business Information

Company/Entity Name: K. E. Rodgers Inc.

Entity ID: E153211

Primary Address: 530 Texas St., Redlands, CA 92374, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit <https://ww2.arb.ca.gov/cleantruckcheck>.

To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT of ABBOUD DIAMOND CONSTRUCTION, INC.; 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 01.21.2026 [date], at REDLANDS [city], CALIFORNIA [state].

Signed: John Abboud

Title: PRESIDENT

AIA Document A310™ – 2010

Bid Bond

Bid Bond No: N/A

CONTRACTOR:

(Name, legal status and address)
Abboud Diamond Construction, Inc.
P O Box 6230
Moreno Valley, CA 92555

SURETY:

(Name, legal status and principal place
of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)
San Bernardino County Department of Public Works
825 East 3rd Street, San Bernardino, CA 92415

BOND AMOUNT: Ten Percent of Total Bid Amount (10%)

PROJECT:

(Name, location or address, and Project number, if any)
Yucaipa Regional Park Restroom Replacement

Project Number, if any: 10.10.1708

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.

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

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

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

Signed and sealed this 17th day of December 2025

(Witness)

(Witness)

Abboud Diamond Construction, Inc.

(Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title) Christine Woolford

Attorney-in-Fact

Init.

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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 Orange

On DEC 17 2025

before me,

J. Smith, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Christine Woolford

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

J. Smith

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ 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

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

Certificate No: 8213357-024096

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Danielle Hanson; Alexander R. Holsheimer; Irene Luong; Thao Luu; Joseph P. McGrady; James W. Moilanen; Yung T. Mullick; P. Austin Neff; Christine Woolford; Emilie Young

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 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 _____[date], at _____[city], _____[state].

Signed: _____

Title: _____

CONTRACTOR' S AFFIDAVIT AND FINAL RELEASE

This is to certify that _____
hereinafter "the undersigned", declares to San Bernardino County hereinafter "the
County", 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 County with regard to the
building, erection, construction, or repair of that certain work of improvement
known as: _____
situated in the City / Community of _____
County of San Bernardino, State of California, more particularly described as
follows: _____

_____.

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 County and all its
agents and employees of the County, 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 County 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 County
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 County
and the Contractor with respect thereto whether such claims are now known or
unknown, or are suspected or unsuspected.

Dated: _____ By: _____
Name

Title: _____

Name of Entity: _____

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 _____