

BID PROPOSAL

PROJECT: Yucaipa Park Snack Bar
LOCATION: 33900 Oak Glen Rd, Yucaipa, CA 92399
OWNER: San Bernardino County
BID OPENING: January 22, 2026 at 10:00am
BIDDER: Three Peaks Corp

San Bernardino County
Project and Facilities Management Department – Project Management
620 S 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 the renovation of the existing snack bar and plaza area as well as the demolition and reconstruction of a new restroom facility. 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.

The LUMP SUM of Five Million Six Hundred Forty Two Thousand Dollars

(\$ 5,642,000)

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, 10% of Bid Amount Dollars (\$ Ten Percent of Bid), 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 S 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 425 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 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 Contractors 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 if applicable. Failure to provide a required 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, including those used by subcontractors, 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 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). 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: Three Peaks Corp

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Inland Pacific Tile	Tile	San Bernardino	780296	1000000911	Exempt (B)
Premier Culinary Solutions	Food Service Equipment	Anaheim	1057430	1000456875	Exempt
United Contractors	Sheet metal & Screens	San Bernardino	416125	1000001724	Exempt

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."

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CONTRACTOR NAME: Three Peaks Corp

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
KCB Towers	Structural Steel	Banning	503206	1000001570	70302
J. Colavin & Sons Inc	Tile	Los Angeles	260803	1000001458	Exempt
Scieng	Fire Alarm/Comm	Apple Valley	542642	1000002294	Exempt

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."

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CONTRACTOR NAME: Three Peaks Corp

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
Anytime Drywall Inc.	Drywall Acoustical Ceilings FRP	Pheban	968059	1000031337	Exempt
Thermal Cool	HVAC	Riverside	719787	1000032980	Exempt
Shanks Construction	Doors, Signage Partitions	Redlands	442212	2000002314	Exempt (ES)

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."

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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: Three Peaks Corp

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.
S & H Glass Systems	Storefront	Carson	1065072	1000913033	(ES)
Artifex Plumbing	Plumbing	Grand Terrace	1126420	2000004650	Exempt
Scoutlife Corporation	Glazing	Vicuña	952064	1000010620	Exempt (ES)

Mckernan Inc	Doors & Glazing	Redlands	957421	1000002082	A Attached

ADDENDA

This bid includes Addendum No. 1 dated 12/18/25
Addendum No. 2 dated 1/21/26
Addendum No. 3 dated 1/28/26
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
(x) Corporation
() Other

Name of Bidder: Three Peaks Corp

Address: P.O. Box 101

Calimesa, CA 92320 Phone: (909) 795-1690

Email: Erik@threepeaks.com

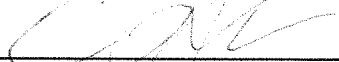
Contractor's License No.: 941528 Primary Class: A, B, C10, C33

Expiration Date of Contractor's License 12/31/27

Contractor's DIR Registration # 1000008140

Contractor's California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation Compliance No.: 12560

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

Authorized Signature:  Title: President

Print Name: Erik Simmons Date: 1/19/26

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Three Peaks Corp, 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 1/19/26 [date], at Calimesa [city], CA [state].

Signed: 

Title: President

NONCOLLUSION DECLARATION

TO BE EXECUTED BY EACH SUBCONTRACTOR

AND SUBMITTED PRIOR TO CONTRACT AWARD

The undersigned declares:

I am the President of Three Peaks Corp, 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 1/19/20 [date], at Calimesa [city], CA [state].

Signed: [Signature]

Title: President

**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: Three Peaks Corp

Signature: Erik Simmons Title: President

Print Name: Erik Simmons Date: 1/19/26

ADDENDUM NO. 1

TO THE BID DOCUMENTS FOR THE
YUCAIPA PARK SNACK BAR PROJECT
AT
33900 Oak Glen Rd, Yucaipa, CA 92399

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.

Changes to Bid Documents:

1. Add Special Conditions 1.12 directing the contractor to maintain a path of travel to the swim area for the park guests.
2. Grammatical/typographical corrections to Special Conditions 1.6 and 1.11.

Changes to Drawings:

1. Add drawing page number to sheet ES-2.1. Sheet ES-2.1 was in the original drawings but its page number designation was inadvertently omitted. No other changes were made to the drawings on that page.
2. Add inadvertently omitted Planting Specification plan sheet LP-3.
3. Add inadvertently omitted Snack Bar Architectural Drawings: AA-0.0, AA-0.1, AA-1.0, AA-2.0, AA-3.0, AA-4.0, AA-5.0, AA-5.2, AA-6.0, AA-7.0, AA-8.0, AA-8.1, AA-9.0, AA-9.1, AA-9.2, AA-9.3, AA-10.0.
4. Add inadvertently omitted Snack bar Structural General Notes: SB-0.1, SB-0.2, SB-0.3, SB-0.4

End of Addendum No. 1

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

Sarah Riley
San Bernardino County
Project and Facilities Management Department
620 S E Street

Digitally signed by Sarah Riley
Date: 2025.12.18 15:35:45 -08'00'
Adobe Acrobat version:
2025.001.20997

San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov>

DATE: December 18, 2025

SPECIAL CONDITIONS

- 1.1 Coordination, Scheduling, and Meetings: The Contractor shall coordinate scheduling all construction activities with the Project Manager from the Project and Facilities Management Department – Project Management, San Bernardino County (County), prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.

Construction meetings shall be held at the job site or at a different location as instructed by the County. Details regarding job site meetings will be arranged at the preconstruction conference.

- 1.2 Codes, Ordinances and Regulations: All Work shall conform to the requirements of all Applicable Laws including the California Building Standards Code (as adopted and/or amended by the County), the Americans with Disabilities Act, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations – Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work.

In any case of conflict between any of these requirements, and the Contract Documents, the requirement that is the most strict shall govern. Nothing in the Contract Documents is to be construed to permit Work not in conformance with these laws, codes and regulations.

- 1.3 Liquidated Damages: Section 8.5.3 of the General Conditions is amended to read the following:

In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County the sum of **\$1,500 per day** for liquidated damages for each calendar day that Final Completion is delayed.

- 1.4 Safety: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour per day, 7-day week basis. Prior to the start of construction, Contractor shall provide the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by California Code of Regulations, title 8, sections 1509 and 3203, and Section 10 of the General Conditions, specifically relating to this Project.

- 1.5 Project Inspections: All inspections shall be performed during normal business hours. Contractor shall notify the Project and Facilities Management Department – Project Management Inspector and Project Manager 48 hours in advance of all requested inspections.

Contractor may request an inspection via email to the Project and Facilities Management Department – Project Management Inspector and Project Manager at ali.ibrahim@pfm.sbcounty.gov

Email subject line should read as follows: PROJECT # - INSPECTION REQUEST #.

- 1.6 Change Orders: Contractor is referred to Section 7 of the General Conditions.
- 1.7 Sanitary Facilities: Contractor shall be solely and completely responsible to provide and maintain on-site sanitary facilities.
- 1.8 Contractor's Site Representative: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a Project superintendent on site at all times while Work is being done.
- 1.9 Water & Power: Contractor shall be solely and completely responsible to provide water and power for all Contractor/construction purposes.
- 1.10 Traffic Safety: Contractor shall be solely and completely responsible to provide traffic safety for all Contractor/construction purposes.
- 1.11 Protection of Existing Finishes: Contractor shall lay down protective material over the existing corridor flooring to protect finishes as needed. Existing ceilings shall be protected in place and repaired as required after track and installation to original finish. Use of dust and debris control shall also be required, such as walk off mats or sticky mats, as well as any other measures deemed necessary. Contractor shall provide dust and debris mitigation procedures that meet OSHPD and Fire Marshal approval.
- 1.12 Maintain Regional Parks Guests' Path of Travel to the Pool/Swim Area: Contractor shall maintain a designated lane or Path of Travel (POT) for the Regional Park Guests who are accessing the swimming area. Contractors will also need to coordinate an alternative path if work will impede access to the designated POT. This includes signage and barrier protection to help prevent guests from accessing the project area.

ADDENDUM NO. 2

TO THE BID DOCUMENTS FOR THE
YUCAIPA PARK SNACK BAR PROJECT
AT
33900 Oak Glen Rd, Yucaipa, CA 92399

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

Changes to the Bid Opening Date

The new bid opening date will be at 11:00am on 1/29/2026.

Changes to Ship to/Bill to Location:

Remedies an error in Epro where the incorrect address is reflected in the "Ship-to-Address" and the "Bill-to-Address" section.

The correct address is:

San Bernardino County Project Management Department
620 S E St, San Bernardino, CA 92415

Changes to Specifications:

Add inadvertently omitted Plumbing Specifications:

Section 220700 – Plumbing Insulation

Section 220529 – Supports and Anchors

Section 231123 – Facility Natural Gas Piping

Section 221000 – Plumbing Piping

Section 220500 – Plumbing Specialties

Section 224200 – Plumbing Fixtures

Section 223000 – Plumbing Equipment

Add inadvertently omitted Mechanical Specifications:

Section 230100 – Basic Mechanical Requirements

Section 230500 – Basic Materials and Methods

Section 230513 – Motors

Section 230553 – Mechanical Identification

Section 230593 – Testing Adjusting and Balancing

Section 230700 – Mechanical Insulation

Section 230900 – Automatic Controls

Section 232300 – Refrigerant Piping

Section 233000 – Ductwork

Section 233300 – Ductwork Accessories

Section 233700 – Air Outlets and Inlets

Section 238126 – Split-System Air Conditioning Units

Add inadvertently omitted Electrical Specifications:

Section 260502 – Basic Electrical Requirements

Section 260518 - Wires and Cables

Section 260530 - Supporting Devices

Section 260532 – Raceways

Section 260551 - Electrical Identifications

Section 264100 Enclosed Switches and Circuit Breakers

Section 264420 Panelboards

Section 265111 - Lighting

Changes to Drawings:

Include Geotechnical Investigation report by Verdantas from 12/19/2025.

Add inadvertently omitted sheet AA-11.0 thru AA-11.2 Walk-in Cooler Freezer cold storage room and refrigeration. The information is the basis of design or approved equal. Provide cold storage room and associated refrigeration system for cooler / freezer operations.

Add Project Description to sheet T-1.0. The project includes the replacement of an existing restroom building; the renovation, expansion and conversion of the existing 1,142 SF Snack Bar into a new concessions building; construction of a new 789 SF restroom building; installation of new shade structures; and completion of related site & accessibility (ADA).

Add separate submittals to sheet T-1.0 to supplement the deferred submittal information for clarification.

New restroom building and remodel Snack Bar label added to sheet T-1.1.

Bidder design fire protection system added to sheet T-2.0 which includes all necessary audio and strobe devices and emergency power required by code for building type and use.

The demolition scope for fencing is described on sheet AS-1.0 to clarify scope. Refer to the new site plan for further information. The demolition includes removal of footings/foundations.

Refer to AS-1.0 - Demolition of the slabs and flatwork shall extend to the limits of the new work. Foundations at structures shall include demolition of support beams, piping that are to be abandoned and substrate prepared for new construction. Protect existing to remain.

Revised sheet AS-1.1 to include Note #14 for the accent concrete paving integral color concrete pattern "Sunburst" shall be accurately placed utilizing field set hose arrangements to delineate the irregular pattern under the direction of the architect. For bid purposes the area of the sunburst shall be 6,000 SF.

Patio areas are noted at the restroom building on revised sheet AS-1.1 to clarify the foundation shall be sloped, and finished in these areas to integrate with outdoor paving

Revised sheet AS-1.1 to include note #13 to add to end of note gates shall be supplied with Mammoth 180H-USA self-closing hinge system for gates up to 440 lbs. Gates designated "PH" are equipped with panic devices. The panic device shall be manufactured for gate operation basis of design product device type 98/9952, LD less dogging with deadbolt style latching, 252-L, 252-LBE per gate layout, #699 roller strike, US 26d finish and provided with weep holes "WH". Gates have been numbered to better assign characteristics.

Refer to sheets AS-1.2 / AS-1.3 for added overall horizontal control dimensions for layout and sizing throughout the site

Refer to hatching at legend and plan and revised scale / pattern on sheet AS-1.2 to confirm the scope.

On sheet AS-1.4 the control joint grid described as 12' x 12' shall be altered by changes in grade. Control joints shall be provided at all changes in grade at steps, stairs, and ramp transition from landings to sloped ramp edges. Expansion joints shall be provided at +-48' x 48' grid ½" thick with expansion joint material and ½" deep sealant joint closure.

Revised detail 12 & 16 on sheet AS-2.0 to add ½" thick expansion joint material and min 12' deep sealant at joint between concrete walk surface and vertical materials.

Revised detail 2 on sheet AS-2.0 for updated mosaic tile and paint scope

Revised railing on detail 4 on sheet AS-2.5 at top of CMU wall to indicate the minimum height of guards from highest walking surface to protect the lower elevation.

Revised rail ends on detail 7 on sheet AS-2.5 to return to the adjacent support rail for wheelchair clearance in lieu of extending to ground attachment.

Revised hatching to detail 1 on sheet AS-2.5 to clarify the scope for the new to existing

Added sheet AS-2.6 to include details 4, 8, 12 and 16 - The solid panel used for security protection of the device shall be a mesh spot welded to fence/gate frame @ 4" OC smooth, McNichol square galvanized mesh, 1"x1" mesh pattern of 16 ga. Wire, +88% opening free area. Gated and panels shall be painted

Bidders shall utilize the existing and new grades depicted on sheet C-1 for quantities. The contractor will be responsible for calculating and providing off-site materials and structural fill as required. On-site materials shall be utilized for cut and fill operations to extent available and usable.

Construction entrance defined on sheet C-6.

The ceiling demolition on sheet AA-0.0 is limited to gyp board removal and any furring or suspended elements that may interfere with the new ceiling and equipment installation. Protect ceiling framing to remain.

Extend the non-combustible metal stud wall to full length of the correct hood size (+9'-4") on sheet AA-1.0. This requires additional existing wall removal to accommodate the new wall. This non-combustible wall shall extend to underside of structure with fire rated assembly at top track.

The ceiling is revised on sheet AA-2.0 to depict the correct exhaust hood size inclusive of MUA and fire suppression sections. Keynote #2 – Provide minimum two new cross-framing members between joists spanning minimum two joist bays attached with Simpson A35 clips at each connection for each suspended monitor (4).

Scope clarification on sheet AA-3.0: the roof of the existing building is past life expectancy. The entire roof system shall be replaced and integrated into a single installation of a full roofing system on the new building addition and existing roof surface. Provide minimum 20 SF of plywood deck

replacement to account for damaged deck once removed and investigated. All flashing shall be new. A new gutter and downspout system shall be provided with surface drainage generally discharged 2" above adjacent grade.

Added Keynote #8 on Sheet AA-3.0 Scope Clarification: The cupola portion of the roof will have added load and modifications to accommodate new equipment. The cupola portion shall be re-framed with like framing and new roof deck to ensure all framing connections meet design calculations. The center shall have framed block-out for ducting including a peak steel plate compression ring.

Exterior elevations have been revised on sheet AA-4.0 to depict the mechanical systems modifications and roof scope clarity. A revised sheet is included with the addenda. Keynote 16 – Removed. Maximum occupancy signs are required for areas of assembly greater than 49 occupants. The signage is required at the pool/park deck fenced area. Pass-Thru counter window is revised to depict the operator and the fixed panel of the sliding assembly. The balance of the opening shall be by the storefront manufacturer. Exterior Finishes Label 11: The weathervane basis of design shall be Decorative Banner Weathervane #1, medium size (2' sculpture). The unit shall include anchoring method to meet or exceed wind loads for the local area.

Revise building sections on sheet AA-5.0 to depict the mechanical systems modifications and roof scope clarity. Extend thermal insulation coverage to walls, roof, and attic ceiling to render a full thermal enclosure of the environmentally controlled space per revised section 1. A revised sheet is included with the addenda.

Revised detail 4 on sheet AA-5.2 to revise the eave fascia / framing to extend face to outer limits of lower wall assembly and match the adjacent buildings. See 8/AA-9.1.

Revised detail 2 on sheet MA-1.1 to revise the exhaust / hood and Make-up Air assemblies to agree with the architectural modifications.

Revised detail 4 on sheet MA-1.1 to revise the MUA as floor mounted and provide the non-combustible raised housing pad. Provide duct and duct transition to route to open louvers.

Revised MUA ducting to agree with revised attic plan on sheet MA-2.0.

Added condensate drain from attic equipment (multiple units) routed to indirect waste at the janitor sink on revised sheet PA-2.0.

Added inadvertently omitted sheet PA-5.0.

Revised detail 3 on sheet AB-9.0 to provide MC section at top of CMU wall and provide additional sheet metal flashing and closure at louver openings.

Revised detail 3 on sheet AB-9.0 to provide build-out facia to match structural design intent.

Revised detail 3 on sheet AB-9.0 to include Cementitious Siding: Install siding top and bottom of each strand standard nailing over 2x treated wood furring @ 16" OC with top and bottom plate anchored to CMU with Tapcon anchors spaces @ 24" OC and minimum 12" from ends.

Revised details 11 & 12 on sheet AB-9.1 to provide 5/4 Hardi-board trim at bottom of furring to conceal rough framing. Apply at all openings and exposed edges of siding.

Refer to revised sheet SB-1.1 reducing size and quantity of MC channel at top of CMU wall.

Updated detail 209 on sheet SB-3.0 to revise the MC channel size as indicated

RFI Questions:

Q: On sheet AS-1.3 you indicate shade structures which are further defined on AS-2.3 thru 2.5. The technical specifications do not include a specification section for Shade Structures which would provide us with fabrication info. What are the materials and details to be used or the basis of design manufacturer and model numbers? Also, the shapes indicated in the Perforation Pattern Legend differ from the shapes on the plans.

A: Materials and dimension have been clarified on sheets: AS 2.2, AS 2.3 & AS 2.4.

Q: There are no technical specs for landscape & Irrigation. Are all relevant specifications included on the landscape drawings?

A: Yes, all relevant information is on the drawings.

Q: There are no Food Service specs to indicate what is provided by the contractor and what is provided by the Tenant and the MA drawings contain no responsibility matrix which is standard for food service. For instance, is all the Captive Air equipment furnished and installed by the contractor or the tenant? Is the grease hood furnished & installed by the tenant? If not, please verify that the size of hood indicated on MA-1.2 is appropriate for the size of tenant's equipment.

A: The size of hood on MA-1.2 is confirmed. Contractor to supply Hood, 3 Compartment Sink, Hand wash sink, prep sink and any other fixtures as called out in the Mechanical or Plumbing Drawings.

Q: There is no food service schedule defining the equipment numbers indicated on AA-8.1 and who is responsible for them. Does such a schedule exist?

A: Contractor to supply Hood, 3 Compartment Sink, Hand wash sink, prep sink and any other fixtures as called out in the Mechanical or Plumbing Drawings.

Q: LP-3 1.05 Soil Test calls for the contractor to be clairvoyant and include in his bid any amendments that might be required by the test results. This type of clause is specifically prohibited by Public Contract Code. Do you really expect us to include conditions which are unknown at time of bid?

A: Please refer to updated LP-2, attached to this addendum. Please use detail H on LP-2 for bidding purposes.

Q: Keynote 17 on AA-1.0 refers us to the Kitchen Drawings for the walk-in. There are no real Kitchen Drawings. Sheet AA-8.1 is called a Kitchen Plan, but does not contain any definition of tags and says nothing about the walk-in. Drawings MA-1.2 thru 1.8 claim to be food service drawings, but are in fact merely Captive Aire shop drawings. Is the walk-in part of this contract? If so, provide specs and details

A: The walk in freezer/ cooler are to be in the scope of this project. See sheets AA-11.0, AA-11.1 & AA-11.2

Q: On sheet C6 something defies physics. Construction Note 1 calls for a SCE. The plan indicates a 5' long rectangle located on top of a wood frame bridge. However, the detail calls for a 50' long assembly. Won't fit. Additionally, the wood bridge cannot be the primary truck entrance since it will not carry the weight. Where do you really want the stabilized construction entrance?

A: See AS 1.0 and C-6 for the location of the stabilized construction entrance. See updated location of the Temporary Construction Entrance on the northeast end of the site.

Q: Are as-built drawings available for any existing structures to be demolished?

A: No existing as-builts for the restroom structure. No other structures are to be demolished.

Q: Sheet SB-3.0 indicates all welding to be shop welding. Not only is the roof structure too large to ship as a one piece assembly, but since some of this steel is embedded in CMU grout, it would simply be impossible to set in one piece. Is field welding allowed?

A: See structural steel section on sheet SB-0.1, the welding can be shop or field welds. Special inspection of the welding is required.

Q: Since most of the steel indicated on SB-3.0 is exposed to weather, is this steel required to be hot dip galvanized?

A: No galvanizing, all exposed steel to be painted per specifications.

Q: The demolition plan for the Snackbar calls for us to remove all the existing T-111 siding. Is any of this siding acting as shear panels necessitating temp bracing of the building?

A: This sheathing must be replaced while maintaining the stability of the building.

Q: cannot locate any details for joints in the decorative paving. AS-1.4 indicates sweeping joints between finishes creating a sunburst pattern. C-2 indicates a grid joint pattern. Please provide details and locations for joints. Do you envision an underlying grid pattern of gray paving with a patterned Topcast overlay?

A: Tool joints locations are shown on AS1.4.

Q: Does the limit of work indicated on C1 represent the limit of the Topcast work?

A: Yes.

Q: Addendum 1 indicates that we are to maintain a public path of travel to the swimming area but does not state specifically where that point is. With the revisions at the bridge abutment, bridge access would not be possible. We see no direct water access from anywhere in the project area except for the dock area. To where are you trying to maintain public access? Must this path of travel be ADA compliant?

A: See new location of temporary construction entrance on sheet C-6.


Q: The technical specifications do not contain any sections for MEP or sitework trades. Do the drawings contain all information the County wants us to consider?

A: Yes

Q: AS-1.4 has some double line joints in the pavement. What does this represent?

A: It is not poche' d differently. This is drafting, there are only to be tool joints/ cold joints.

End of Addendum No. 2


Sarah Riley (Jan 21, 2026 15:36:51 PST)

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

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

DATE: January 21, 2026

ADDENDUM NO. 3
TO THE BID DOCUMENTS FOR THE
YUCAIPA PARK SNACK BAR PROJECT
AT
33900 Oak Glen Rd, Yucaipa, CA 92399

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

Changes to the Bid Opening Date

The new bid opening date will be changed to 11:00am on 2/04/2026.

RFI Questions:

Q: Sheet AS 1.0, Plan Note #15 – One note calls for demolition, while another note directly below (also #15) calls for “protect in place.” Please clarify.

A: Legend updated, notes clarified on sheet AS1.0.

Q: Sheet AS 1.1 – Calls for installation of three new bridge boards, while Sheet AS 1.0 calls for only two to be demolished. Should we assume the third has already been removed or will be removed by others?

A: All the boards on the bridge are to be replaced. See updated notes and revisions on AS1.1.

Q: Sheet AS 1.1, Notes #6 & #8 – Both call for the same scope of fence over the new CMU wall. Could you clarify the difference between these two notes?

A: Notes have been replaced, see revisions on replaced sheet AS1.1

Q: Sheet AS 1.3 – Calls for all types of steel shades with special heights and shapes, but no specifications are provided, particularly for the special shapes of Type A and Type B. Please provide details.

A: See updates notes on replaced sheets AS2.2, AS2.3, AS2.4, AS2.5.

Q: Seating Specifications – Plans call for 8- and 6-seaters, but no specifications are provided. Pricing varies significantly depending on manufacturer, size, and material type. Please provide specifications including type, factory, and colors.

A: These are called out on sheet A1.1 and AS1.1, notes 22 and 23,

Q: The walk in cooler/freezer details are incomplete. There are no dimensions, specifications, or recommended manufacturers provided. Please advise so we can ensure accurate pricing and coordination.

A: See sheets AA.11.0 and AA.11.1 from addendum No. 2

Q: Per plan page # AS-2.2, per general notes, it states “the aluminum framed shade canopies to be a deferred submittal. General Contractor to provide shop drawings by Palmshield Louvers”. There is a total of five (5) different shade structures types (Type – A, Type – B, Type – C, Type – D & Type – E). I have spoken directly to Palmshield Louvers (product support rep. Shane Morgan) and they are only willing to provide pricing for Shade Structures Type – C, Type – D & Type – E. Palmshield Louvers is not willing to provide a price or manufacture shade structure Type – A or Type – B, due to the shape of the structure. Palmshield Louvers is willing to provide a price for a squared shaped type shade structure for Types A and B, based on the post positioning. In order to try and provide a price for Shade Structure Type – A and Type – B (as currently drafted) bidding contractors will have to locate and submit an equal. Please advise as to how the bidding contractors are to proceed?

A: Equals will be considered. See attached updated Spec Section 107300 for additional information.


Q: Per plan page # AB-2.0 (the restroom building reflected ceiling plan), keynote # 01 – Fiber Mesh Ceiling Grate. I received a quote from Ingenium Composites & Elastomers for the Fiber mesh ceiling grates. Per Ingenium's quote the material is hung with Hilti Anchors. The application of installation of this product will not work based on the current construction of the building. Please provide a detail for the installation of the product to the ceiling / roof underside?

A: The Grate System to be attached to the top of the CMU Walls, See revised Detail 3 on attached sheet AB-9.0

Q: Addendum 2 issued last week the Architect on plan page # T-1.0 in the sheet index listed a plan page # AA-1.1 description – Snack Bar Floor plan Attic. This plan page is not included in any of the documents. This plan page did not appear anywhere until Addendum 2. Please advise where we can locate this plan page.

A: See attached Sheet AA-1.1

End of Addendum No. 3


Sarah Riley (Jan 28, 2026 15:05:04 PST)

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

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

DATE: January 28, 2026






Addendum No. 3 Narrative - Yucaipa Snack Bar Reno - 1659 (1.27)

Final Audit Report

2026-01-28

Created:	2026-01-28
By:	Paulette Gomez (Paulette.Gomez@pfm.sbcounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdBDjrOsDOFuW_whAGt5SUg9gKvVaa6uR

"Addendum No. 3 Narrative - Yucaipa Snack Bar Reno - 1659 (1.27)" History

-  Document created by Paulette Gomez (Paulette.Gomez@pfm.sbcounty.gov)
2026-01-28 - 11:04:34 PM GMT
-  Document emailed to Sarah Riley (sarah.riley@pfm.sbcounty.gov) for signature
2026-01-28 - 11:04:38 PM GMT
-  Email viewed by Sarah Riley (sarah.riley@pfm.sbcounty.gov)
2026-01-28 - 11:04:54 PM GMT
-  Document e-signed by Sarah Riley (sarah.riley@pfm.sbcounty.gov)
Signature Date: 2026-01-28 - 11:05:04 PM GMT - Time Source: server
-  Agreement completed.
2026-01-28 - 11:05:04 PM GMT

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Three Peaks Corp.

P.O. Box 101

Calimesa, CA 92320

OWNER:

(Name, legal status and address)

San Bernardino County

620 S E St.

San Bernardino, CA 92415-0184

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

Mailing Address for Notices

175 Berkeley Street

Boston, MA 02116

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.

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

PROJECT:

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

YUCAIPA REGIONAL PARK SNAÇK BAR, RESTROOM, AND SITE IMPROVEMENTS

34749 Grape Ave.

Yucaipa, CA

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

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

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

Signed and sealed this 20th

day of January, 2026


(Witness) Jerrel Flowers

Three Peaks Corp.

(Principal)

(Seal)

By:

(Title)

Erik Simmons, President

The Ohio Casualty Insurance Company


(Surety)

(Seal)

By:

(Title)

Lawrence F. McMahon, Attorney-in-Fact


(Witness) Neal Smith

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.

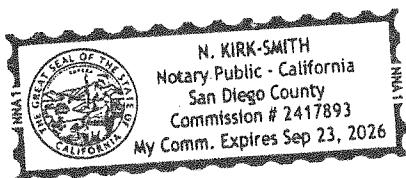
State of California)

County of San Diego)On JAN 20 2026
Datebefore me, N. Kirk-Smith, Notary Public,
Here Insert Name and Title of the Officerpersonally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature 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: _____ Number of Pages: _____

Document Date: _____

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: Surety Company

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

Certificate No: **82139 91 — 024019**



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

TOWN 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, Christopher Zonte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk-Smith, Ryan Warnock, Sarah Myers, Tara Bacon

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.

all of the city of San Diego state of CA

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 6th day of May, 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 ss
County of MONTGOMERY
On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 20th day of January, 2026.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

California Environmental Protection Agency
Air Resources Board

January 1, 2026

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

is issued to

KCB TOWERS, 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 2/28/2027**

Michelle Byington

Michelle Byington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

70302

To verify the accuracy of this certificate, enter this number at
http://www.arb.ca.gov/ars/crc/compliance_cert.html

**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: RISHER SUTHERLAND INC. DBA UNITED CONTRACTORS

Signature: Cody Christiansen

Title: ESTIMATOR

Print Name: CODY CHRISTIANSEN

Date: 01-29-2026

CONTRACTOR CERTIFICATION
CALIFORNIA AIR RESOURCES BOARD (CARB)

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

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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.

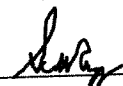
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***Note:** All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors table contained in the Bid Proposal.

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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: Premier Culinary Solutions

Signature: 

Title: President

Print Name: Scott Roczey


Date: 2/2/2026

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☒ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: J. Colavin & Son, Inc.

Signature: 

Name: Ronald Schwartz

Title: General Manager

Date: 11/12/25

ron@colavin.com

From: noreply@cleantruckcheck.arb.ca.gov
Sent: Wednesday, September 3, 2025 10:25 PM
To: ron@colavin.com
Subject: Monthly CTC-VIS Account Summary
Attachments: CARB_logo_email.png

Dear Ronald Schwartz,

Below is a summary of the current status of your J Colavin and Son Inc CTC-VIS account:

1. Vehicle Compliance Certification Status:

- a. 0 Vehicle Compliance Certification(s) were issued to your entity in the last month.
- b. In total, 1 vehicle(s) are currently compliant out of 1 registered in your entity.
- c. 1 of the Vehicle Compliance Certificate(s) will expire within next 90 days.

2. Compliance Fee:

- a. Fees Due Soon: 0 vehicle(s) are with fee(s) due within next 90 days.
- b. Fees Past Due: 0 vehicle(s) are with fee(s) already past due.

3. Clean Truck Check Emissions Compliance Testing:

- a. Vehicles with Test(s) Due: 1 vehicle(s) have entered their test submission period, and the test(s) will be due within next 90 days.
- b. Tests Past Due: 0 vehicle(s) are with test(s) already past due.

4. Enforcement Hold:

0 vehicle(s) are currently under hold due to outstanding CARB Enforcement actions.

The status may vary from day to day, for more details and the latest status, please visit your account at <https://cleantruckcheck.arb.ca.gov>.

Please review the status of your vehicles to ensure that all your vehicles are compliant with the Clean Truck Check program. If you have any questions or need assistance, please contact CARB at HDIM@arb.ca.gov.



Clean Truck Check Team
California Air Resources Board
hdim@arb.ca.gov

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.

Sciens AV Communications Division

Bidder's Company Name: _____

Signature:  _____ Title: Estimator

Print Name: Joe Torchia Date: 2-3-2026

**CONTRACTOR CERTIFICATION
CALIFORNIA AIR RESOURCES BOARD (CARB)**

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

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Bidder's Company Name: THERMAL-COOL
Signature: [Signature] Title: Project Manager
Print Name: CAROL KARNETT Date: 2/4/26

**CONTRACTOR CERTIFICATION
CALIFORNIA AIR RESOURCES BOARD (CARB)**

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

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

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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: Anytime Drywall, Inc.

Signature: 

Title: Project Manager

Print Name: Eduardo Quintero

Date: 02/04/2026

**CONTRACTOR CERTIFICATION
CALIFORNIA AIR RESOURCES BOARD (CARB)**

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

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

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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: Mckernan Inc.

Signature: [Signature]

Title: President

Print Name: Bryan Mckernan

Date: 2/04/2026



Affirmation of Fleet Wide Compliance



Certification ID: 219549

This certificate affirms that

Entity ID: E87409
McKernan Inc
605 E. Stuart Ave.
Redlands, CA 92374

has attested in the Clean Truck Check electronic reporting system to report a complete list of vehicles subject to Heavy-Duty Inspection and Maintenance (HD I/M) Regulation and the California Air Resources Board (CARB) hereby verifies that as of 11/3/2025, all of the attested vehicles are compliant with the Clean Truck Check.*

A complete list of the attested vehicles is listed in the following page(s).

*This Affirmation of Fleet Wide Compliance shall be used for the fleet's purposes of proving their fleet compliance status with their freight contractors and brokers. This Affirmation of Fleet Wide Compliance shall not constitute proof of a vehicle compliance with the Clean Truck Check beyond the issued date.

S.No	VIN Numbers
1	1FDUF5GT4KDA27674

California Environmental Protection Agency
Air Resources Board

January 1, 2025

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

is issued to

THREE PEAKS CORP.

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

12560

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