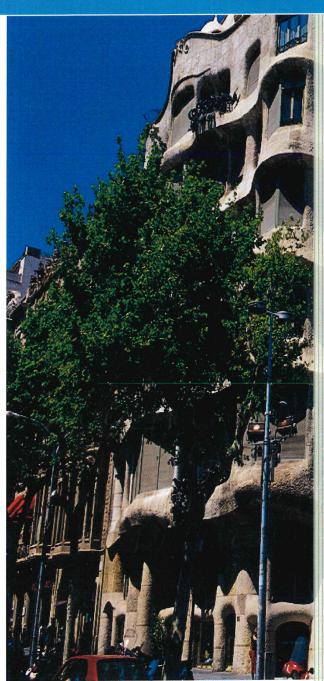
County of San Bernardino

REQUEST FOR BID

Apple Valley Airport Wash Rack Project Town Project No. 10.10.0696



Projects and Facilities Management Dept.
Project Management
San Bernardino County
385 North Arrowhead Ave
San Bernardino CA 92415-0184

SUBMISSION DEADLINE MARCH 20, 2024 At 10:00 am



12277 APPLE VALLEY RD #144
APPLE VALLEY CA 92308
760. 552.4449 OFFICE
760.559.4559 MALIA CAMINITI
760.559.2537 JOSEPH CAMINITI
KNCCONSTRUCTION@AOL.COM
www. KNCCONSTRUCTIONINC.COM
LICENSE NO. 889121
DIR NO. 1001008543
UEI: GEXLBXYUP9W3



BID DOCUMENTS

for

PROJECT NO. 10.10.0696

APPLE VALLEY AIRPORT WASH RACK PROJECT APPLE VALLEY, CALIFORNIA

COUNTY SERVICE AREA (CSA) 60 – APPLE VALLEY AIRPORT PROJECT AND FACILITIES MANAGEMENT DEPARTMENT 385 NORTH ARROWHEAD AVENUE, THIRD FLOOR SAN BERNARDINO, CA 92415-0184 https://pfm.sbcounty.gov/

February 2024

Bid Proposal Checklist

| \checkmark | All Addenda are acknowledged |
|--------------|--|
| √ | Bid Package signed by authorized party |
| / | Signed Non-Collusion Declaration from Prime Contractor enclosed |
| \checkmark | Original Bid Bond enclosed; or |
| | If submitting via ePro, original Bid Bond mailed to Project Management. Note : Bid Bond must be received by Project Management by time of bid opening. |
| 1 | No modifications made to bid forms |
| $\sqrt{}$ | Envelope properly labeled |
| \checkmark | Remember to seal the bid and deliver to: |
| | Project and Facilities Management Department Project Management County Government Center 385 North Arrowhead Avenue, Third Floor San Bernardino, California 92415-0184 |

<u>Please Note</u>: 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.

ADDENDUM NO. 1

TO THE BID DOCUMENTS FOR THE APPLE VALLEY AIRPORT WASH RACK

AT 21600 CORWIN ROAD, IN APPLE VALLEY

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 Drawings:

Replace sheet CG 101 with Revised attached sheet.

Pre-Proposal Questions and Answers:

- Q1: Sheet CG101 key notes #8 and #9 mention a Jensen vertical flow clarifier and piping but location and size are not specified. Please provide clarification.
- A1: There was an error in the printing of sheet CG101, please see revised sheet for clarity and location.
- Q2: Please provide clarification on connection for water piping (detail #5).
- A2: There was an error in the printing of sheet CG101, please see revised sheet for water pipe callout location.
- Q3: Keynote #13 on sheet CG101 calls for new sewer manhole to be constructed. Please provide elevations sewer and new pipe.
- A3: Per plans the invert elevation of the new to existing sewer line connection is at 2982.25'. Manhole top of grade is 2989.37'. Depth = 7.12'.
- Q4: Please provide depth of new catch basin (keynote #14).
- A4: Per plans the invert elevation of the new storm line is at 2985.17'. CB top of grade is 2988.50'. Depth = 3.33'. Per detail A3/CG502 add 2', so at a min. depth = 5.33', not including lining.

Q5: Please provide specifications for items called on keynotes #15,17,18 and 20.

A5: Keynotes #17 and #20 are per Liberty utility specification. Project specifications were provided for keynote #15 and #18.

Q6: There are no Bid Bond forms provided in the bid documents. Is a surety form acceptable?

A6: Surety form or any other bid forms are acceptable.

Replacement and Additional Attached Documents

1. Replacement of Documents

The following attached document(s) shall be replaced in their entirety from versions on the original Bid Package.

• CG101 – Wash Rack Grading Plan

End of Addendum No. 1

Don Day, Director

Project and Facilities Management Department

MM:CB

San Bernardino County
Project and Facilities Management Department
385 N Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

DATE: March 12, 2024

Project No.: 10.10.0696 – Apple Valley Airport Wash Rack

Project No. 10.10.0696

BID PROPOSAL

PROJECT:

Apple Valley Airport Wash Rack Project

LOCATION:

21600 Corwin Road in Apple Valley

OWNER:

COUNTY SERVICE AREA (CSA) 60- Apple Valley Airport

BID OPENING:

Wednesday, March 20, 2024, at 10:00 a.m.

BIDDER:

KNC CONSTRUCTION INC

County Service Area (CSA) 60 – Apple Valley Airport
Project and Facilities Management Department – Project Management
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
https://pfm.sbcounty.gov/

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to demolish and reconstruct pavement, new AC paving, new ribbon gutter, new water line, new bollards, construct PCC pavement section, construct Jensen vertical flow clarifier, storm drainpipe, storm drain junction structure, sanitary sewer pipe, sewer manhole, catch basin, install hose bib, install electric rewind hose reel, install pressure washer, and water service connection in Apple Valley, California, and fully understands the scope and meaning of the Bid Documents.

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

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

BASE BID

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

| <code>Fhe LUMP SUM of $_{	extstyle }$</code> | FIVE | HUNDRED | NINTY-FOUR | THOUSAND | _ Dollars |
|---|---------|----------|------------|----------|-----------|
| | (\$ 594 | 4,000.00 | | |) |

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

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

BID DEPOSIT (BID BOND)

If the bid is submitted through the 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, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.

TIME OF COMPLETION

The undersigned agrees to complete the work within **180 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 District the sum of \$1500.00 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 District and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the District 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 A 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 District. All policies (excluding Workers' Compensation) shall name San Bernardino District and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the District 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 District within ten (10) calendar days of the contract award and shall be on District 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/DISTRICT OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County and/or District 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 District determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, 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 District 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.

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 (C-36).

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 <u>and</u> 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 District 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 District 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.

| Subcontractor | Portion of Work Location of (Description of work Business | CA Cont. Lic. No. | DIR Reg. No. |
|--|---|----------------------|------------------|
| KERNS CONSTRUCTION | to be performed) UNDERGROUND HESPERIA | CA 986739 | 1000006137 |
| ZBRAYFIELD | ELECTRICAL HESPER | IA CA 1038846 | 1000062472 |
| ROBERT R. YEO | CHORIAN CO. INC APPLE VA | LLEY CA 502204 | 1000007487 |
| ANDERSON | primbine planting Of | WHILLS, CA 9862 | 30 1001008957 |
| | , <i>1</i> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| <u>ADDENDA</u> | | | |
| This bid includes | Addendum No o | dated | |
| | Addendum No | dated | |
| Bidder must acknowledge acknow | owledge all addendums above, i | regardless of any ac | knowledgement of |

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 District 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 District, 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 | | | | | | | | | | |
|---|---------------------|--------|---------|----|------|-------|--------|----|-------|--|
| Name of Bidder: | KNC CO | ONSTRU | CTION I | NC | | | | | | |
| Address: | 12277 | APPLE | VALLEY | RD | #144 | APPLE | VALLEY | CA | 92308 | |
| | Phone: 760-552-4449 | | | | | | | | | |
| Email: KNCCONSTRUCTION@AOL.COM | | | | | | | | | | |
| Contractor's License No.: 889121 Primary Class: A AND B | | | | | | | | | | |
| Expiration Date of Contractor's License | | | | | | | | | | |
| | | | | | | | | | | |

| Contractor's DIR Registration #1001008543 | |
|---|------------------|
| I declare under penalty of perjury the above is true and correct. | |
| Authorized Signature: | Title: PRESIDENT |
| Print Name: MALIA CAMINITI | Date:3-18-24 |

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

| The undersigned declares: |
|--|
| I am the PRESIDENT of KNC 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 3-18-24 [date], at APPLE VALLEY [city], |
| CALIFORNIA [state]. |
| Signed: |
| Title: PRESIDENT |

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

| KNOW ALL MEN BY THESE PRESENTS, THAT WE KNOW 12277 Apple Valley Road, #144, Apple Valley, CA 92308 | C Construction, Inc. | |
|--|---|---|
| | | |
| as Principal, hereinafter called the Principal, and Merchant | s Bonding Company (Mutual) | |
| P.O. Box 14498, Des Moines, IA 50306-3498 | | |
| a corporation duly organized under the laws of the State of | | |
| as Surety, hereinafter called the Surety, are held and firmly | bound unto San Bernardino County, County | Service Area (CSA) 60 |
| - Apple Valley Airport 385 | North Arrowhead Avenue, Third Floor, San Bernardin | o, CA 92415-0184 |
| as Obligee, hereinafter called the Obligee, in the sum of | Ten Percent of Amount Bid | |
| | Dollars (\$ 10%_ |), |
| for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly a | | ourselves, our heirs, |
| WHEREAS, the Principal has submitted a bid for Project N | No. 10.10.0696 - Apple Valley Airport Wash | Rack Project - |
| Apple Valley, CA | | |
|) | | |
| NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and a Contract Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Princip penalty hereof between the amount specified in said bid are contract with another party to perform the Work covered by to remain in full force and effect. | give such bond or bonds as may be specified the faithful performance of such Contract in thereof, or in the event of the failure of the pall shall pay to the Obligee the difference of the such larger amount for which the Obligee. | ied in the bidding or and for the prompt ne Principal to enter e not to exceed the ee may in good faith |
| Signed and sealed this 18th day of | March | , 2024 |
| | | |
| | KNC Construction, Inc. | |
| | (Principal) | (Seal) |
| (Witness) | 1 mar | |
| | Бу: ///// | (Title) |
| | | |
| O II | Merchants Bonding Company (Mutual) | (80.4) |
| Kegun XIIVa 3 1933 3 | (Surety) | (Seal) |
| (Witness) | By: //////////////////////////////////// | |
| *************************************** | Attomey-in-Fact Andrew J. Waterbury | (Title) |

COLORADO NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

| State of Colorado | | |
|---|--------------------------------------|-----------|
| County ofDenver | | |
| This record was acknowledged before me on (name[s] of i | March 18, 2024 individual[s]). | (date) by |
| d.Q | . (| Seal) |
| Signature of Notarial Officer Elizabeth Ostblom | ELIZABETH (| OSTRION |
| Notary Public | Notary F State of C | Public |
| Title of Office | Notary ID # 20: My Commission Exp | 224026046 |
| My Commission Expires:07/05/2026 | | |



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Andrew J. Waterbury**

Surety Bond #: Bid Bond Principal: KNC Construction, Inc.

Obligee: San Bernardino County, County Service Area (CSA) 60 - Apple Valley Airport

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of

March

, 2024 .

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

STATE OF IOWA COUNTY OF DALLAS ss.

before me appeared Larry Taylor, to me personally known, who being by me duly sworn On this 18th day of March, 2024 did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf

of the Companies by authority of their respective Boards of Directors.

PENNI MILLER Commission Number 787952 My Commission Expires January 20, 2027

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of

. 2024

William Harrer Js.

Notary Public

POA 0018 (1/24)

ACKNOWLEDGMENT

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.

| validity of that document. | |
|--|--------------|
| State of California County of San Bernardino | |
| On March 19, 2024 before me, Courtney Nichole Oppenborn, Notary Pu (insert name and title of the officer) | <u>ablic</u> |
| personally appeared Malia Caminiti | |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/s subscribed to the within instrument and acknowledged to me that he/she/they executed the sa 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. | me in |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregragraph is true and correct. | oing |
| WITNESS my hand and official seal. Courtney Nichole Oppenborn COMM. #2466659 DINOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Comm. Expires Oct. 15, 2027 | |
| Signature (Seal) | |



Golden State Ins Services DBA Vineyard Ins

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/12/2024

FAX (A/C, No): (760)284-1999

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Brittnee Patters
PHONE
(A/C, No, Ext): (760)248-6506

Brittnee Patterson

| Apple Velley CA 02207 | | | | | ADDRESS: info@vineyardinsurance.com | | | | | |
|---|--|----------------------|-------------------------------|---|-------------------------------------|--|--|--|------------|--|
| Apple Valley, CA 92307 Phone: (760) 248-6506 Fax: (760) 284-1999 | | | INSURER(S) AFFORDING COVERAGE | | | | NAIC # | | | |
| | 1 Hone. (700) 240-0000 1 ax. (700) 20 | 15 | 00 | | INSURER A: MERCURY INSURANCE GROU | | | | 11908 | |
| INSU | RED | | | | INSURER B: | | | | | |
| Jo | oseph & Malia Caminiti | | | | INSURER C: | | | | | |
| | NC Construction, Inc. | | | | INSURE | | | | | |
| 1: | 2277 Apple Valley Rd. #144 | | | | | | | | | |
| | PPLE VALLEY | | CA | 92308- | INSURE | | | | | |
| - | VED 4 050 | TIC14 | - A TF | · NUMBER. | INSURE | RF: | | DEVISION NUMBER | L | |
| | VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES | | | NUMBER: | /E BEE | N IECUED TO | | REVISION NUMBER: | ICV PERIOD | |
| IN C | IIS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY RE KCLUSIONS AND CONDITIONS OF SUCH | QUIF PERT POLI | REME AIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE | OF AN' | Y CONTRACT THE POLICIE: REDUCED BY | OR OTHER I S DESCRIBEI PAID CLAIMS | DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL | WHICH THIS | |
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
| | COMMERCIAL GENERAL LIABILITY | HAOD | | | | | | EACH OCCURRENCE \$ | | |
| | CLAIMS-MADE OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | | |
| | CEANVIS-NADE COOCIA | | | | | | | MED EXP (Any one person) \$ | | |
| | | | | | | | | PERSONAL & ADV INJURY \$ | | |
| | | | | | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | |
| | POLICY PRO- LOC | | | | | | | PRODUCTS - COMP/OP AGG \$ | | |
| | OTHER: | | | DA04000070500 | | 00/00/0004 | 00/00/0005 | COMBINED SINGLE LIMIT \$ | 1,000,000 | |
| Α | AUTOMOBILE LIABILITY | Υ | X | BA040000078503 | | 02/02/2024 | 02/02/2025 | (Ea accident) | 1,000,000 | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) \$ | | |
| | ALL OWNED X SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) \$ | | |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) \$ | | |
| | | | | | | | | \$ | | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE \$ | | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE \$ | | |
| | DED RETENTION \$ | | | | | | | \$ | | |
| | WORKERS COMPENSATION | | | | | | | PER OTH- STATUTE ER | | |
| | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDENT \$ | | |
| | OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | | |
| | (Mandatory in NH) If yes, describe under | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | | |
| | DÉSCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| DESC | RIPTION OF OPERATIONS / LOCATIONS / VEHICL | .ES (A | CORD | 101, Additional Remarks Schedu | le, may be | attached if mor | e space is requir | ed) | | |
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| | | | | | | | | | l | |
| CFF | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | |
| | Additional insured: | | | | 410 | | | | 1 | |
| | | | | | | | | ESCRIBED POLICIES BE CANCELL | | |
| | SAN BERNARDINO COUNTY | | | | | | | REOF, NOTICE WILL BE DEI | LIVERED IN | |
| | 385 N ARROWHEAD AVE FL 3 | | | | ACC | UKDANCE WI | IN INE POLIC | Y PROVISIONS. | l | |
| | SAN BERNARDINO CA 92415-0103 | | | - | AUTUOF | IZEN DEDDERE | NTATIVE | | | |
| | | | | | AUINON | RIZED REPRESEI | | P.C. | l | |
| | | | | | | | (12 | Alleran | l | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| L | is certificate does not confer rights to | uie | : cen | inicate noider in fied of st | | | | | | |
|--------------------|--|-------|-------------|----------------------------------|--|----------------------------|----------------------------|---|---|-------------------------|
| | DUCER | | | | CONTACT Certificates | | | | | |
| Or | r & Associates Insurance Services 780 Single Oak Dr | | | | PHONE (A/C, No, Ext): 800-311-3081 FAX (A/C, No): 800-474-3003 | | | | | |
| | 255 | | | | E-MAIL ADDRESS: certs@orrandassociates.com | | | | | |
| | mecula CA 92590 | | | | INSURER(S) AFFORDING COVERAGE | | | | | NAIC# |
| | | | | License#: 0E63493 | INSURE | RA: Associate | ed Industries | Ins. Co. | | 23140 |
| INS | INSURED KNCCONS-01 | | | | | RB: | | | | |
| | KNC Construction Inc | | | | INSURE | | | | | |
| | 277 Apple Valley Road #144 ple Valley CA 92308 | | | | INSURE | | | | | |
| ٦ | pic valley en ozoco | | | | INSURE | | | | | |
| | | | | | INSURE | | | | | |
| CO | VERAGES CERT | TIFIC | CATE | NUMBER: 719056782 | HOURL | | | REVISION NUMBER: | | |
| T | HIS IS TO CERTIFY THAT THE POLICIES (| OF I | NSUF | RANCE LISTED BELOW HAV | /E BEE | N ISSUED TO | THE INSURE | D NAMED ABOVE FOR TH | HE POL | CY PERIOD |
| C | IDICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PE XCLUSIONS AND CONDITIONS OF SUCH PE | ERT | AIN, | THE INSURANCE AFFORDS | ED BY | THE POLICIES | S DESCRIBE | OCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO | CT TO V | VHICH THIS HE TERMS, |
| INSR LTR | | | SUBR WVD | | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| A | | Y | Y | AES123830200 | | 8/19/2023 | 8/19/2024 | EACH OCCURRENCE | \$ 1,000 | 000 |
| | CLAIMS-MADE X OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,0 | |
| | | | | | | | | MED EXP (Any one person) | \$5,000 | |
| | | | | | | | | PERSONAL & ADV INJURY | \$1,000 | 000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$2,000 | 000 |
| | POLICY X PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000, | 000 |
| L | OTHER: | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ | |
| | OWNED SCHEDULED AUTOS | | | | | | | | \$ | |
| | HIRED NON-OWNED AUTOS ONLY | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ | |
| | DED RETENTION\$ | | | | | | | | \$ | |
| | WORKERS COMPENSATION | | | | | | | PER OTH- STATUTE ER | | |
| | AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDENT | \$ | |
| | OFFICER/MEMBER EXCLUDED? N | A/A | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES | S (A | CORD | 101, Additional Remarks Schedule | e, may be | attached if more | space is require | d) | | |
| Cer | tificate is subject to policy limits, condition | ns ai | nd ex | clusions. | | | | | | |
| SAI | N BERNARDINO COUNTY is named as A | ٩ddi | tional | I Insured as per attached er | ndorser | ment form(s). | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANC | ELLATION | | | ************* | | |
| <u>UL</u> | CHI TOATE HOLDER | | | | 07410 | | | | | |
| | | | | | | | | SCRIBED POLICIES BE CA | | |
| | | | | | | | | REOF, NOTICE WILL B Y PROVISIONS. | E DEL | IVERED IN |
| | SAN BERNARDINO COUNT | | | | 7000 | | | | | |
| 1 | 385 N ARROWHEAD AVE F | | | <u> </u> | AUTHOR | IZED REPRESEN | TATIVE | | *************************************** | |
| and the second | SAN BERNARDINO CA 924 | 115- | UTUS |) | . 0 | (1) | - 0 | | | l |
| | | | | | Lon Scharore | | | | | |

Policy: AES123830200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.
- 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR **CONTRACTORS - COMPLETED ÓPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations | | | | | | |
|--|--|--|--|--|--|--|--|
| ALL PERSONS OR ORGANIZATIONS WHERE WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRES ADDITIONAL INSURED COMPLETED OPERATIONS. THIS FORM DOES NOT APPLY TO YOUR WORK ON "RESIDENTIAL PROPERTY" | | | | | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | | | | |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "productscompleted operations hazard".

POLICY NUMBER: AES123830200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

| Sc | chedule |
|--|-----------|
| Subject to an Overall Policy Aggregate Limit: \$ | 5,000,000 |

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

- A. Paragraphs 2. and 3. of SECTION III LIMITS OF INSURANCE are replaced by the following:
 - 2. The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
 - 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.
- B. The following is added to **SECTION III LIMITS OF INSURANCE**:
 - 8. Subject to Paragraph 2. and 3. above, the General Aggregate Limit is the most we will pay under for the sum Coverage A, Coverage B, or Coverage C to each of your projects away from premises owned by or rented to you.

NX GL 093 08 09 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party: All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

NX GL 009 08 09 Page 1 of 1

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Person Or Organization: |
|--|
| Blanket as required by written contract. |
| |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-12-2024

GROUP: POLICY NUMBER: 9017814-2023 CERTIFICATE ID: 29 CERTIFICATE EXPIRES: 07-01-2024

07-01-2023/07-01-2024

SAN BERNARDINO COUNTY 385 N ARROWHEAD AVE FL 3

SAN BERNARDINO CA 92415-0103

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2023 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #1651 - JOSEPH CAMINITI S - EXCLUDED.

ENDORSEMENT #1651 - MALIA CAMINITI P,T - EXCLUDED.

EMPLOYER

K N C CONSTRUCTION, INC. (AND/OR) AND/OR CAMINITI, MALIA 12277 APPLE VALLEY RD # 144 APPLE VALLEY CA 92308

[P14,HO]

PRINTED: 03-12-2024