

# County of San Bernardino

## REQUEST FOR BID GLEN HELEN ISLAND TOWER BUILDING DEMO & AMENITY INSTALLATION PROJECT Project No. 10.10.1400



San Bernardino County  
Project and Facilities  
Management Department  
County Government Center  
385 North Arrowhead Ave, Third Floor  
San Bernardino CA 92415-0184

**SUBMISSION DEADLINE**  
**JULY 9, 2024**  
**At 2:00 PM**



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](http://www.KNCCONSTRUCTIONINC.COM)  
LICENSE NO. 889121  
DIR NO. 1001008543  
UEI: GEXLBXYUP9W3



## BID DOCUMENTS

for

PROJECT NO. 10.10.1400

# GLEN HELEN ISLAND TOWER BUILDING DEMO & AMENITY INSTALLATION PROJECT

SAN BERNARDINO, CALIFORNIA

SAN BERNARDINO COUNTY  
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT  
PROJECT MANAGEMENT  
385 NORTH ARROWHEAD AVENUE,  
THIRD FLOOR  
SAN BERNARDINO, CA 92415-0184  
<https://pfm.sbcounty.gov/>

May 2024

BID PROPOSAL

PROJECT: Glen Helen Island Tower Building Demo & Amenity Installation Project

LOCATION: 2555 Glen Helen Parkway, San Bernardino, CA 92407

OWNER: San Bernardino County

BID OPENING: July 09, 2024 at 2:00 p.m.

BIDDER: KNC CONSTRUCTION INC

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San Bernardino County  
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 the demolition of the existing Glen Helen tower island building, snack bar building, restroom building, and surrounding flatwork and landscape features, as well as the construction of a new themed playground as described in bid documents in San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

**Contractor acknowledges that this project is funded with American Rescue Plan Act (ARPA) one-time funds and agrees to comply with all applicable requirements including but not limited to the payment of federal prevailing wages under the Davis-Bacon Act and other related Acts. Both State and Federal Wage Determinations will be enforced and when there is a conflict, the higher (most stringent) will be adhered to.**

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

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

BASE BID

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

The LUMP SUM of TWO MILLION THREE HUNDRED TWELVE THOUSAND AND 00/100 Dollars

(\$ 2,312,000.00)

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

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

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, TWO HUNDRED THIRTY ONE THOUSAND TWO HUNDRED 00/100 Dollars (\$ 231,200.00), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 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 365 calendar days from the date stipulated in the Notice to Proceed.

#### LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$1200.00 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.

## 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: KNC CONSTRUCTION INC

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
TRIPLE C ELECTRIC	ELECTRICAL	APPLE VALLEY CA	907081	1001150812
ORTEGAS GRADING	GRADING	HESPERIA CA	999705	1001128776
KERNS CONSTRUCTION	PLUMBING	HESPERIA CA	986739	1000006137
INLAND CONTRACTORS	ASBESTOS	RIVERSIDE CA	887337	1000460117
T-REX DEMOLITION INC	DEMO	BALDWIN PARK CA	989006	1000027497
FENCE WORKS GREAT WESTERN	FENCING	HESPERIA CA	745223	1000001676
INSTALLATION INC	EQUIPMENT	ANAHEIM CA	929912	1000028191
PACIFIC PLAY SYSTEM INC	EQUIPMENT	CARLSBAD CA	957776	1000012253

ADDENDA

This bid includes Addendum No. 1 dated DATE CUT OFF, RECEIVED 5-23-24

Addendum No. 2 dated 5-23-24

ADDENDUM NO. 3 DATED 7-3-24



Project No. 10.10.1400

ADDENDUM NO. 1

TO THE BID DOCUMENTS FOR THE  
GLEN HELEN ISLAND TOWER BUILDING DEMOLITION AND AMENITY  
INSTALLATION PROJECT  
AT

2555 GLEN HELEN PARKWAY

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 Header Information:**

In this bid document submission, a discrepancy exists between the Pre-bid conference date in ePro and the Pre-bid conference date within the bid documents. The bid documents refer to the mandatory Pre-bid conference being conducted on May 28, 2024, whereas the Pre-bid Conference item in ePro refers to this occurring on May 27, 2024. The correct date of the mandatory Pre-bid conference is **May 28, 2024**. This addendum rectifies the error and ensures that bidders are provided with a clarification of the correct pre-bid meeting date.

End of Addendum No. 1



Don Day, Director  
Project and Facilities Management Department

San Bernardino County  
Project and Facilities Management Department  
385 N Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
<https://pfm.sbcounty.gov>

ACKNOWLEDGED BY  
KNC CONSTRUCTION INC.

*Malia Caminiti*

Project No. 10.10.1400

ADDENDUM NO. 2

TO THE BID DOCUMENTS FOR THE  
GLEN HELEN ISLAND TOWER BUILDING DEMOLITION AND AMENITY  
INSTALLATION PROJECT  
AT

2555 GLEN HELEN PARKWAY

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 Information:**

An error resulted in the bid documents not being advertised in the San Bernardino County Sun until May 28, 2024. To ensure all parties involved are given a fair chance of being able to submit a bid for this Project, the mandatory Pre-bid conference is being conducted on **June 3, 2024**, at **3:00 pm**, instead of the original date of May 27, 2024. This addendum serves as an official notice of the error and ensures that bidders are provided with a clarification of the correct pre-bid meeting date.

End of Addendum No. 2



Don Day, Director  
Project and Facilities Management Department

San Bernardino County  
Project and Facilities Management Department  
385 N Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
<https://pfm.sbcounty.gov>

DATE: May 23, 2024

ACKNOWLEDGED BY  
KNC CONSTRUCTION INC

*Malia Laminetti*

ADDENDUM NO. 3

TO THE BID DOCUMENTS FOR THE  
GLEN HELEN ISLAND TOWER BUILDING DEMOLITION AND AMENITY  
INSTALLATION PROJECT  
AT

2555 GLEN HELEN PARKWAY

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 Mandatory Pre-Bid Meeting Agenda Information:**

The method of procurement in the Mandatory Pre-Bid Meeting Agenda, Item 4, Subsection h, incorrectly states that the prefabricated playground is owner-furnished and contractor-installed (OFCI). The playground equipment required for this project must be purchased by the contractor, the county **will not** provide it.

Additionally, renderings for the predetermined playground theme were added to the plans via this Addendum No. 3, to ensure bidders fully understand the requirements and theme detail expectations.

This serves as an official clarification of the procurement method for the playground equipment.

**Addition to Plans:**

Additional 3-D renderings have been added to the Bid documents to assist bidders with the procurement of the playground equipment.

**Questions and Answers:**

**Q: Can you please provide a drawing of the playground that included a scale ruler or the total SF of the playground area.**

**A:** See note added to Sheet A1.2 ENC-06.

**Q: Please also confirm the PIP surfacing colors are 100% Std. EPDM - Aromatic per A1.4 Site Plan from Playcraft.**

**A:** See specifications section 32 1816.13 PLAYGROUND PROTECTIVE SURFACING.

**Q: The playground equipment package states safety surfacing material is required around the playground. What type of material?**

**A:** See specifications section 32 1816.13 PLAYGROUND PROTECTIVE SURFACING.

**Q: There is no grade plan in any sets of plans, will one be provided?**

Project No.: 10.10.1400 – GH Island Tower Building Demo & Amenity Installation  
Project

**A:** See Civil Sheet C1.2 for all grade elevation information.

**Q:** There is a large underground rodent infestation on the Island. With only Base under the new Rubber Surfacing there is a probable likely chance of the rodents greatly damaging the new PIP surfacing in a short period of time (based on past experience with similar rodent problems).

**A:** The contractor should include exterminator costs in their bids because rodents carry disease and workers may be exposed to bites during demolition work.

**Q:** Will the County of SB provide a path of travel for Utilities (Utility location) from land to island entry locations?

**A:** The County of SB will Provide the dirt for contractors to use to build a dirt road access point next to the main bridge on island.

**Q:** The plan calls to provide deferred submittal, including calculation and stamp drawings or Playground equipment, per the manufacturing rep,

“For playground equipment, we provide IPEMA certificates and letters of compliance with the safety standards to meet any requirement that cities might have for the equipment. Footing as well as the components of the playground equipment are designed by the manufacturer and were tested and approved beforehand by 3rd party companies commissioned by IPEMA. Please issue an RFI to the project manager asking if it is acceptable to submit the IPEMA certificates and manufacturer's letter of compliance in lieu of the stamped drawings and engineering calculations.

**A:** “IPEMA certificates, manufacturer's letter of compliance AND structural engineering shop drawing and calculations stamped by a structural engineer per Sheet T1.1 NOTES TO GENERAL CONTRACTOR #5 shall be provided.”

## **REVISIONS**

### **SPECIFICATIONS**

**Section 32 1816.13** – 1.02 RELATED REQUIREMENTS; **OMIT** 1.02, C. 32 1123 Aggregate Base Courses:

2.02 MATERIALS; A .2. Color: As Indicated on plans. **REVISED** A.2. Color: As selected from manufacturer's full range. Two separate colors, each a blend of up to three colors.

2.02 MATERIALS; D. Aggregate Subbase: See Section 32 1123 **REVISED** Aggregate Subbase, permeable: Crushed aggregate Base-3/4 inch maximum grading, crushed rock and rock dust conforming to requirements of Section 200-2.2 SSPWC, or Permeable material: CSS Caltrans Standard Specifications, Latest Edition, Section 68, Class 2.

### **DRAWINGS**

**C1.1 Precise Grading- ADDED** Existing grades at bridge. See **ENC-01**

**C1.2 Precise Grading- REVISED/UPDATED** Grades for west side of playground walkway, location of slough wall along west side of playground. See clouded area of plan. See **ENC-02**

**C2.1 Erosion Control- UPDATED** background image of site to match PG.  
See **ENC-03**

**C2.2 Erosion Control- UPDATED** background image of site to match PG.  
See **ENC-04**

**A1.1 Site Plan – ADDED** detail callout bubbles. **REVISED** Key Note callout bubble.  
See **ENC-05**

**A1.2 Site Details – ADDED** detail callout bubbles, Key Note callout bubbles, details 14 and 15; **REVISED** Key Note descriptions; See **ENC-06**.

**A1.3 ADDED** Fence finish requirements to detail 4. See **ENC-07**.

**P0.1 ADDED** Detail 1-Hose Bibb, Fixture Schedule. See **ENC-08**.

**E0.1 REVISION** General Notes have been updated to include the applicable notes for this project. See **ENC-09**.

**E0.2 ADDED** Construction Notes #2 and #3 have been added to the sheet. Voltage drop calculations have been provided on the Single Line Diagram. Transformer Schedule has been added to this sheet. Panel Schedule for 'EQ1' has been **REVISED**. Transformer Schedule has been added to this sheet. See **ENC-10**.

**E-1.1 UPDATED** Demolition Note #1. See **ENC-11**.

**E-1.2 UPDATED** General Notes #12 and #13; Construction Notes #1, #3, #5 and #7;. Concrete pad sizes have been updated for electrical and pump enclosures. **REVISED** Conduit routing for pump enclosure. See **ENC-12**.

**E-2.0 REVISED** Details #6 and #7 have been revised to show the correct dimensions/elevations for the electrical (panel/disconnect) enclosure and pump enclosure, along with the concrete pad dimensions. Transformer detail has been moved to detail #8. Detail #9 has been revised to show the louver dimensions. See **ENC-13**.

End of Addendum No. 3



Don Day, Director  
Project and Facilities Management Department

San Bernardino County  
Project and Facilities Management Department  
385 N Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
<https://pfm.sbcounty.gov>

ACKNOWLEDGED BY  
KNC CONSTRUCTION INC

*Malia Laminetti*

Date: July 3, 2024

Project No.: 10.10.1400 – GH Island Tower Building Demo & Amenity Installation  
Project

Page 3 of 3

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: KNC CONSTRUCTION INC

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, B

Expiration Date of Contractor's License 1-31-25

Contractor's DIR Registration # 1001008543

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

Authorized Signature: *Malia Caminiti* Title: PRESIDENT

Print Name: MALIA CAMINITI Date: 6-18-24

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE KNC Construction, Inc.

12277 Apple Valley Road, #144, Apple Valley, CA 92308

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto County of San Bernardino - Architecture & Engineering

385 N. Arrowhead Ave. 3rd Floor, San Bernardino, CA 92415

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 said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No. 10.10.1400 Glen Helen Island Tower Building Demo & Amenity Installation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 1st day of July, 2024

Joseph Caminiti II  
(Witness)

KNC Construction, Inc.  
(Principal)

By: Malia Caminiti  
MALIA CAMINITI (Title)

Caroline Holmes  
(Witness)



Merchants Bonding Company (Mutual)  
(Surety)

By: Jody L. Anderson  
Attorney-in-Fact Jody L. Anderson (Title)



# COLORADO NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

State of Colorado

County of Denver

This record was acknowledged before me on July 1, 2024 (date) by  
Jody L. Anderson (name[s] of individual[s]).



Signature of Notarial Officer

Regina Hrovat

Notary Public

Title of Office

My Commission Expires: 11/13/2027

(Seal)

REGINA HROVAT  
Notary Public  
State of Colorado  
Notary ID # 20234042951  
My Commission Expires 11-13-2027

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

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, **Jody L. Anderson**

Surety Bond #: Bid Bond  
Principal: KNC Construction, Inc.  
Obligee: County of San Bernardino - Architecture & Engineering

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 authority 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 1st day of July, 2024.

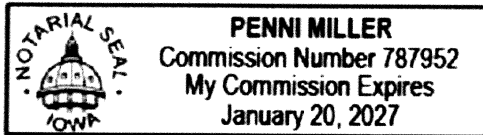


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 1st day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn 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*  
Notary Public

(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 1st day of July, 2024.



*William Warner Jr.*  
Secretary

## 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.

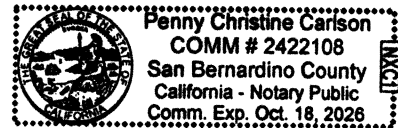
State of California  
County of San Bernardino )

On JULY 8, 2024 before me, Penny Carlson  
(insert name and title of the officer)

personally appeared Malia Caminiti,  
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 [Handwritten Signature] (Seal)

## 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 JUNE 18, 2024 [date], at APPLE VALLEY [city], CA [state].

Signed: *Malia Caminiti*

Title: PRESIDENT



# CERTIFICATE OF LIABILITY INSURANCE

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

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 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).

<b>PRODUCER</b> Golden State Ins Services DBA Vineyard Ins PO Box 3157 Apple Valley, CA 92307 Phone: (760) 248-6506 Fax: (760) 284-1999	<b>CONTACT NAME:</b> Brittnee Patterson <b>PHONE (A/C, No, Ext):</b> (760)248-6506 <b>FAX (A/C, No):</b> (760)284-1999 <b>E-MAIL ADDRESS:</b> info@vineyardinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Joseph & Malia Caminiti KNC Construction, Inc. 12277 Apple Valley Rd. #144 APPLE VALLEY CA 92308-	<b>INSURER A:</b> MERCURY INSURANCE GROU <b>NAIC #</b> 11908	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y X	BA040000078503	02/02/2024	02/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Additional insured:  
SAN BERNARDINO COUNTY  
385 N ARROWHEAD AVE FL 3  
SAN BERNARDINO CA 92415-0103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# 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).

<b>PRODUCER</b> Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590	<b>CONTACT NAME:</b> Certificates	
	<b>PHONE (A/C, No, Ext):</b> 800-311-3081	<b>FAX (A/C, No):</b> 800-474-3003
<b>E-MAIL ADDRESS:</b> certs@orrandassociates.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Associated Industries Ins. Co.		23140
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 KNC Construction Inc  
 12277 Apple Valley Road #144  
 Apple Valley CA 92308

License#: 0E63493  
 KNCCONS-01

**COVERAGES**

CERTIFICATE NUMBER: 719056782

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	AES123830200	8/19/2023	8/19/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate is subject to policy limits, conditions and exclusions.

SAN BERNARDINO COUNTY is named as Additional Insured as per attached endorsement form(s).

**CERTIFICATE HOLDER****CANCELLATION**

SAN BERNARDINO COUNTY  
 385 N ARROWHEAD AVE FL 3  
 SAN BERNARDINO CA 92415-0103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jon Schiarone*



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 SP  
CAMINITI, MALIA  
12277 APPLE VALLEY RD # 144  
APPLE VALLEY CA 92308

[P14,HO]