

SECOND REVISED ADVERTISEMENT FOR BIDS

MOJAVE DRY CAMPSITE PATH OF TRAVEL  
VICTORVILLE, CALIFORNIA

Notice is hereby given that the Project and Facilities Management Department – Project Management on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 10:00 a.m. on November 15, 2023, in the office of the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, at which time they will be publicly opened and declared for Mojave Dry Campsite Path of Travel in Victorville, California.

Bids in response to this solicitation can be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> or in person at the Project and Facilities Management Department – Project Management. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.**

A second mandatory Pre-bid Meeting for prospective bidders will be conducted on October 17, 2023, at 11:00 a.m. at 18000 Yates Rd., Victorville. The meeting will commence at the proposed Project location at the Dry Campsite area. Bids submitted by firms who have not participated in the Pre-bid Meeting will be disqualified.

State Contractor's Class B License is required to bid the project. If the bidder does **not** list a licensed subcontractor(s) under the Designation of Subcontractors section of the 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 bidder must possess the State specialty license for that trade: Electrical (C-10); and Plumbing (C-36).

Construction estimate is \$274,860.

The Bid Documents, including final plans and specifications, are available at no cost to the bidder and may be obtained from the County's ePro Website at <https://epro.sbcounty.gov/bsol/>.

No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.

Copies of the prevailing wage rates are on file at the Project and Facilities Management Department and shall be made available to any interested party on request. Copies are also included in the Bid Documents.

The County reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

For information regarding this project, contact Ryan Johnson, Project Manager, at (909) 725-7540. **DO NOT CONTACT THE DESIGN CONSULTANT.** All technical questions to be submitted to the Project Manager in writing via email at [Ryan.Johnson@res.sbcounty.gov](mailto:Ryan.Johnson@res.sbcounty.gov). The subject line of the email should include the project number, as found in the bid documents, along with the project name and RF1. All questions must be submitted no later than October 27, 2023, at 4:00 p.m. No questions will be answered within seventy-two (72) hours of the bid opening.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino, California, September 12, 2023

Don Day, Director  
Project and Facilities Management Department

Published in the Daily Press on September 15, 2023

## SECOND REVISED INSTRUCTIONS TO BIDDERS

Proposals: To receive consideration, bids shall be submitted on the enclosed Bid Proposal form and shall be made in accordance with the following instructions:

- A. Bids shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.
- C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 are included in this Bid Package and must be complied with, as stated in Section 14 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department – Project Management and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- D. A weekly certified payroll is required during the term of construction. Payment of contractor's invoice may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly completed payment request submitted by the contractor. The payment request shall not be deemed properly completed unless certified payrolls, have been properly completed and submitted on a weekly basis, for each week worked during the time period covered by said payment request. Certified payrolls will be submitted via LCP tracker, which is a web-based system.
- E. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

- F. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement For Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** System-related questions about ePro shall be directed to Vendor support at [epro.vendor@pur.sbcounty.gov](mailto:epro.vendor@pur.sbcounty.gov) or at 1-855-800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the Project and Facilities Management Department – Project Management in a mail envelope (i.e. Federal Express, etc.) please enclose the bid or bid bond inside the mail envelope in a separately sealed envelope bearing the title of the work, the name of the bidder, and marked "Bid Proposal or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Project and Facilities Management Department – Project Management. This can cause a delay in the receipt of bids or bid bonds. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA, on or before the time set for opening of bids.**
- G. Concurrently with the submittal of its bid, bidders are required to furnish bid security in the amount of ten percent (10%) of the BASE BID. If the bid is submitted to the Project and Facilities Management Department – Project Management, the bid security shall be enclosed in the sealed and marked envelope along with the bid proposal. 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.**
- H. Bids will be opened at the time set for the opening of bids in the published Advertisement For Bids or as revised in an Addendum. All bids submitted to the Project and Facilities Management Department – Project Management in sealed

envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Project and Facilities Management Department – Project Management for all bidders to view.

- I. DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions to be submitted to the Project Manager in writing via email at Ryan.Johnson@res.sbcounty.gov. The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than October 27, 2023, at 4:00 p.m. No questions will be answered within seventy-two hours of the bid opening.
  
- J. Any Bidder submitting a Bid to the County for this Project may file a protest of the County's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:
  - i) The bid protest is in writing.
  - ii) The bid protest is submitted to and received by the Project and Facilities Management Department – Project Management, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA, 92415-0184 before 4:00p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
  - iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

- K. State Contractor's Class B License is required to bid the project. If the bidder does **not** list a licensed subcontractor(s) under the Designation of Subcontractors section of the 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 bidder must possess the State specialty license for that trade: Electrical (C-10); and Plumbing (C-36).
- L. Withdrawal of Bids: Any bidder may withdraw his bid, personally, or by telegraphic or written request, at any time prior to the scheduled time for receipt of bids. If a bid is submitted through ePro, then the bid may also be withdrawn in ePro prior to the scheduled time for receipt of bids. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
- M. Opening of Bids: Due to the Covid-19 pandemic and to ensure compliance with social distancing requirements, bids will be conducted virtually via Zoom. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in the Advertisement For Bids. The Call In Number, Access Code, and link information for this bid opening are below:
- Call In Number: 1 (669) 900-6833
  - Meeting ID: 852 9960 3647
  - Passcode: 111210
  - Link <https://sbcountry.zoom.us/j/85299603647?pwd=WnNsRWlyTHliS1FON01jMEQ2Q2RiUT09>
- N. Pre-Bid Meetings: Pre-Bid Mandatory Job-Walk Meeting Sign-in Lists from all pre-bid meetings will be uploaded to the Real Estate Services – Project Management website within approximately three (3) business days from the date of the pre-bid meeting (<https://pfm.sbcountry.gov/>).
- O. Bid Results: The Bid Tabulation, outlining initial bid results will be uploaded to the Real Estate Services – Project Management website within approximately three (3) business days from the date of the bid opening (<https://pfm.sbcountry.gov/>).

SECOND REVISED BID PROPOSAL

PROJECT: Mojave Dry Campsite Path of Travel  
LOCATION: 18000 Yates Rd., Victorville, CA  
OWNER: San Bernardino County  
BID OPENING: 10:00 a.m. on November 15, 2023  
BIDDER: Cornerstone Construction Company  
17615 Alder Street, Suite A Hesperia, CA 92345

San Bernardino County  
Project and Facilities Management Department – Project Management  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.res.sbcounty.gov](http://www.res.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 construct a new prefabricated ADA compliant restroom and shower facility, water, sewer, and electrical connections, an ADA compliant drinking fountain, ADA parking, and an ADA compliant crosswalk in Victorville, California, and fully understands the scope and meaning of the Bid Documents.

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

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

BASE BID

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

The LUMP SUM of Three Hundred Eighty Thousand Dollars  
(\$ 380,000)

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, Forty-Three Thousand Five Hundred Dollars Dollars (\$43,500), 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 **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 County the sum of **\$1,500.00** per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

#### ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.



### REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

### VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

### STATE LICENSES

The undersigned hereby certifies that he/she is currently the holder of a State Contractor's Class **B** License. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s). The undersigned agrees that if he/she does not list a subcontractor(s) under the Designation of Subcontractors section of this Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the undersigned must possess the State specialty license for that trade: Electrical (C-10); and Plumbing (C-36).

### INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

### BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

### FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

### INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

### VISITING THE SITES

The undersigned has visited the site and is familiar with the local conditions of the work site.

### 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: Electrical (C-10); and Plumbing.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: \_\_\_\_\_

<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>
Reliance Paving Inc.	Asphalt, Concrete, Grading, Demolition	17845 Spring Park Pl Riverside, CA 92503	1052328	PW-LR-1001074019
Kerns Inc.	Wet Utilities	17560 Catalpa Street Hesperia, CA 92345	986739	1000006137
Z Brayfield Electric	Dry Utilities	8933 Avocado Avenue Hesperia, CA 92345	1038846	1000062472



If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One:  Sole Proprietor  
 Partnership  
 Corporation  
 Other

Name of Bidder: Cornerstone Construction Company

Address: 17615 Alder Street, Suite A

Hesperia, CA 92345 Phone: (760) 503-5545

Email: cc@cornerstone.dev

Contractor's License No.: 1073799 Primary Class: B

Expiration Date of Contractor's License 03/31/2025

Contractor's DIR Registration # 1000814153

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

Authorized Signature:  Title: Director

Print Name: Gregory Dahn Date: 11/16/2023

## NONCOLLUSION DECLARATION

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Prime Contractor of Cornerstone Construction Company, 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 November 14, 2023 [date], at 17615 Alder Street, Suite A Hesperia [city], CA [state].

Signed: \_\_\_\_\_

Title: Director

CONTRACT BOND

BOND NUMBER 7451714

PUBLIC WORK

EFFECTIVE DATE November 15, 2023

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Cornerstone Construction Company

(Name of Principal)

17615 Alder Street, Ste A, Hesperia, CA 92345, as Principal

(Principal's Address)

and Old Republic Surety Company

(Name of Surety)

18500 W Corporate Drive, Ste 170, Brookfield, WI 53045

(Surety's Address)

a corporation organized and existing under the laws of the State of California, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino in the amount of Forty-threethousand five hundred Dollars (\$ 43,500.00), lawful money of the United States of America, for which amount well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract dated November 15, 2023, (the "Contract") with the County of San Bernardino to do and perform the following work:

Project Name: Mojave Dry Campsite Path of Travel

Project #: 10.10.1402

The work to be performed by Principal is more particularly set forth in the Contract documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS the Contract Documents require Principal to perform the terms and conditions thereof, and to furnish a bond for the faithful performance of said Contract Documents.

NOW THEREFORE, the condition of this obligation is such that if the Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on his, her or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall faithfully fulfill all obligations during the term of the Contract, and during the period of a general guarantee of all work executed under the Contract for a period expiring twelve (12) months after the date of acceptance of such work by the County of San Bernardino,

and during the life of all guarantees provided for under the Contract that extend for a period longer than said twelve (12) month period; and shall indemnify, defend and hold harmless the County of San Bernardino and its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligations secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of San Bernardino in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good during the time periods stated herein above, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County of San Bernardino from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the County of San Bernardino's rights or the Principal or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the County of San Bernardino to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County of San Bernardino's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the County of San Bernardino, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by the County of San Bernardino under the Contract and any modification thereto, less any amount previously paid by the County of San Bernardino to the Principal and any other set offs pursuant to the Contract Documents.
- (3) Permit the County of San Bernardino to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by the County of San Bernardino under the Contract and any modification thereto, less any amount previously paid by the County of San Bernardino to the



Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County of San Bernardino may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Project if the County of San Bernardino notifies Surety of the County of San Bernardino's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this 15 day of November, 2023, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal

(Have Signature(s) Notarized)

Name: Cornerstone Construction Company

By: Chad Schulz

Title: Chief Executive Officer

Address: 17615 Alder Street, Ste A  
Hesperia, CA 92345

Phone 760-5035546

(Seal)

Surety

(Have Signature(s) Notarized and Attach Power of Attorney)

Name: Old Republic Surety Company

By: C. Hoff

Title: Surety Power of Attorney

Address: 16559 Bear Valley Road, Ste B  
Hesperia, CA 92345

Phone 760-998-3334

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Bernardino )
On 11/14/2023 before me, Thalia Guzman Gonzalez, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Eduardo Huerta
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature Thalia Guzman Gonzalez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond Document Date
Number of Pages 3 Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing Signer Is Representing

CONTRACT BOND

BOND NUMBER 7451714

PUBLIC WORK

EFFECTIVE DATE November 15, 2023

PAYMENT BOND  
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Cornerstone Construction Company

(Name of Principal)

17615 Alder Street, Ste A, Hesperia, CA 92345

(Principal's Address)

, as Principal

and Old Republic Surety Company

(Name of Surety)

18500 W Corporate Drive, Ste 170, Brookfield, WI 53045

(Surety's Address)

a corporation organized and existing under the laws of the State of California, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino in the amount of Forty-three thousand five hundred Dollars (\$ 43,500.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a contract dated November 15, 2023, (the "Contract") with the County of San Bernardino to do and perform the following work:

Project Name: Mojave Dry Campsite Path of Travel

Project #: 10.10.1402

The work to be performed by Principal is more particularly set forth in the Contract Documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS, the Contract Documents require Principal, before entering upon the performance of the work, to file a good and sufficient Payment Bond with the County of San Bernardino to secure the claims to which reference is made in Division 4, Part 6, Title 3, sections 9000 et seq. of the California Civil Code.

NOW THEREFORE, the condition of this obligation is such that if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California }  
County of San Bernardino

On NOVEMBER 15, 2023 before me, MEGAN KRISTINE HANSEN, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared CHAD R STAVLES  
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the Contract Documents thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this day 15 of November, 2023, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal

(Have Signature(s) Notarized)

Name: Cornerstone Construction Company

By: Chad R. Diviloz

Title: Chief Executive Officer

Address: 17615 Alder Street, Ste A

Hesperia, CA 92345

Phone 760-503-5545

(Seal)

Surety

(Have Signature(s) Notarized and Attach Power of Attorney)

Name: Old Republic Surety Company

By: C. Hoff

Title: Surety Power of Attorney

Address: 16559 Bear Valley Road, Ste B

Hesperia, CA 92345

Phone 760-998-3334

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California )
County of San Bernardino )
On 11/14/2023 before me, Thalia Guzman Gonzalez, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Eduardo Huerta
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond Document Date

Number of Pages 2 Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name Signer's Name
[ ] Corporate Officer—Title(s) [ ] Corporate Officer—Title(s)
[ ] Partner [ ] Limited [ ] General [ ] Partner [ ] Limited [ ] General
[ ] Individual [x] Attorney in Fact [ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator [ ] Trustee [ ] Guardian or Conservator
[ ] Other [ ] Other

Signer Is Representing Signer Is Representing

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THALIA GUZMAN-GONZALEZ, EDUARDO HUERTA, OF HESPERIA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11TH day of APRIL, 2023.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 11TH day of APRIL, 2023, personally came before me, Alan Pavlic and

Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn; did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

70-0121

Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_



*Karen J. Haffner*

Assistant Secretary

THALIA GUZMAN AGENCY



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California }  
County of San Bernardino

On NOVEMBER 15TH, 2023 before me, MEGAN KRISTINE HANSEN, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared CHAD & SHAWLES  
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_