

## REVISED BID PROPOSAL

PROJECT: Vault Upgrade Project No. 10.10.1461  
LOCATION: Chino Airport, Chino, California  
OWNER: San Bernardino County  
BID OPENING: Wednesday, April 10, 2024, at 10:00 a.m.  
BIDDER: \_\_\_\_\_

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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  
www.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 for the Vault Upgrade Project which is vault upgrades, cable and conduit installation, in Chino, California, and fully understands the scope and meaning of the Bid Documents.

Contractor acknowledges that this project is funded with an FAA grant and agrees to comply with all applicable requirements including but not limited to the payment of the higher or California or 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.

**TOTAL BASE BID:**

For the furnishing of the labor, materials, and equipment necessary to complete all work as designated in the Plans and Specifications for both the Vault Upgrade Project.

ITEM NO.	SPEC. REF	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL EXTENSION (Figures)
					Figures	in Words (dollars & cents)	
1	A-105-3.1	Airfield Safety and Traffic Control	LS	1	\$		\$
2	C-105-6.1	Mobilization (Not to Exceed 10% of Base Bid)	LS	1	\$		\$
3	NS-151-5.1	L-829 Constant Current Regulator, 20 kW, 3 Step, 208V, In-Place	EA	1	\$		\$
4	NS-151-5.2	L-829 Constant Current Regulator, 20 kW, 5 Step, 208V, In-Place	EA	1	\$		\$
5	NS-151-5.3	L-829 Constant Current Regulator, 30 kW, 5 Step, 208V, In-Place	EA	1	\$		\$
6	DWG E-502	ALCMS Internet Cable and Conduit	LS	1	\$		\$
<b>PAGE SUBTOTAL IN FIGURES (ITEMS 1-5)</b>						\$	-
<b>PAGE SUBTOTAL IN WORDS (ITEMS 1-5):</b>							
*****							
<b>TOTAL BASE BID SCHEDULE IN FIGURES</b>						\$	
<b>TOTAL BASE BID SCHEDULE IN WORDS</b>							

The quantities listed are only an estimate for each of the items. The actual quantities encountered may be different and compensation will be based on the unit prices established.

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, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary

contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 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 the time frames stipulated in Division IV: Special Provisions for Airport Construction, Item A-105 Airfield Safety and Traffic Control 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 timeframes set forth per phase and for the entire contract, Contractor shall forfeit and pay to the County the amount indicated in Division IV: Special Provisions for Airport Construction, Item A-105 Airfield Safety and Traffic Control.

### **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 "A" license as indicated in the Bid Advertisement 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). 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).

### **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 shall fill out the forms regarding DBE and non-DBE sub-contractors.

**ADDENDA**

This bid includes      Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
   Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

**AFFIDAVIT**

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

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

Check One:     Sole Proprietor  
                   Partnership  
                   Corporation  
                   Other

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Primary Class: \_\_\_\_\_

Expiration Date of Contractor's License \_\_\_\_\_

Contractor's DIR Registration # \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_