Project No. 10.10.0857

BID PROPOSAL

PROJECT: Fuel Tank Infrastructure Phase III Project – Victorville Site

LOCATION: 15000 Tokay St. Victorville, CA. 92395

OWNER: San Bernardino County

BID OPENING: Thursday, September 23, 2021 @ 10:00 AM

BIDDER: Birdgroup Construction

San Bernardino County
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

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 supply and install generator and install two above-ground 10,000 gallon fuel tanks 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 Real Estate Services Department – Project Management Division, at the following cost(s):

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

The following Bid Items are listed in order of priority.

BASE BID

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

Nine Hundred Eight Thousand, Seven Hundred

The LUMP SUM of Fifty-Seven and Fifty-Three One Hundred Cents. Dollars

(\$ 908,757.53

The quantities listed above 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 above. In case of discrepancies between the "Unit Price" and the "Total Extension", the "Unit Price" shall prevail.

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, Ninety Thousand Eight Hundred Seventy-Five One Hundred Cents Dollars (\$90,875.75 _______), made payable to the County of San Bernardino. 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 the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department — Project Management Division, 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 the County of San Bernardino 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: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd 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 **120 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 \$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).

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 Real Estate Services Department - Project Management Division 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 the County of San Bernardino 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 County of San Bernardino 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 Real Estate Services 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: Birdgroup Construction					
Subcontractor	Portion of Work (Description of work to be performed) Location of CA Cont. Lic. No. DIR Reg. No. Business				
BMP Contractors, Inc - Erosion & Sediment Control - 12150 Theodore St, Moreno Valley, CA 92555 - CA Cont. Lic No 990922 - DIR Reg. No. 1000007740					
Plump Engineering,Inc - Field Engineering Surveyor - 914 E. Katella Ave, Anaheim,CA 92805, DIR Req. No. 1000031784					
Harrington Geotechnical Engineering,Inc - Geophysical Investigation -1590 N. Brian St. Orange, CA 92867 - DIR Req No. 1000028190					
Demolition Specialist, Inc - Selective site demo, excavation, fill and haul - P.O Box 79198, Corona, CA 92877 - CA Cont. Lic No. 936886 - DIR Reg. No. 1000002162					
O.H Construction, Inc - Cast-In Place Concrete - 9353 Buttemere Rd, Phelan, CA 92371 - CA Cont. Lic. No 1039175 - DIR Reg No. 1000650467					
Lee & Stires,Inc -Traffic coating,& Asphalt unit paving - 634 South Palmetto Ave, Ontario,CA 91762 - CA Cont. Lic No. 288402 - DIR Reg No.1000007695 G&G Painting,Inc - Exterior Painting - 1434 Dudley Ave, Ventura, CA 93004 - CA Cont. Lic. No. 966934 - DIR Reg No. 1000000374					
	Services, Inc - Fuel Storage Tanks. D & U, Exterior signage - 6 Centerpointe Dr. A 90623 - CA Cont. Lic.No 1065245 - DIR Reg. No. 1000584359				
	Electrical utilities & packaged generator assemblies - 17150 Newhope St,Ste CA 92708 - CA Cont.Lic No. 906565 - DIR Reg No.1000446074				
Suri Steel, Inc - Manufacture metal bollards - 5851 Towne Ave, Los Angeles, CA 90003 - CA Cont. Lic No. 945739 - DIR Reg No. 1000014095					
ADDENDA					
This bid includes	Addendum No. 1 dated August 20,2021				
	Addendum No. 2 dated September 14,2021				
Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.					
under penalty of pe the County non-colle and states that this	as submitted with the bid proposal a non-collusion declaration, signed rjury, for the principal contractor. The undersigned agrees to furnish usion declarations for subcontractors signed under penalty of perjury, is a genuine proposal and is neither collusive nor made in the interest n, and has not induced anyone to submit a sham bid or refrain from				

the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services 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 N	AME:				
Subcontractor	Portion of Work (Description of work to be performed)	Location of Business	<u>CA</u>	Cont. Lic. No.	DIR Reg. No.
Safety Shine, Inc - Fi	nal construction cleanin	g - P.O Box 34	1739 L	os Angeles, CA 9	0034 - CA -Cont. Lic.
<u>ADDENDA</u>					
This bid includes	Addendum No	0	dated	August 20,2021 September 14, 2	
Ridder must ackno	Addendum No		dated regard	-	

Bidder must acknowledge all addendums above, regardless of any acknowledgement o 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 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

Check One: () Sole Proprietor () Partnership ✓ Corporation () Other Name of Bidder: Justin Bird Address: 12033 Jack Benny Drive, Suite 102 Rancho Cucamonga, CA 91739 Phone: (909) 481-1813 Email: Bids@birdgroupconstruction.com Contractor's License No.: 722705 Primary Class: A&B Expiration Date of Contractor's License 05/31/2022 Contractor's DIR Registration # 1000050938 I declare under penalty of perjury the above is true and correct. Title: President Authorized Signature: Print Name: Justin Bird Date: 09/22/2021

electronic signature is legally binding.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declar	res:
I am the <u>President</u> the foregoing bid.	of <u>Birdgroup Construction</u> , the party making
partnership, company, not collusive or sham. other bidder to put in colluded, conspired, of sham bid, or to refra indirectly, sought by a bid price of the bidde element of the bid price bid are true. The bidd any breakdown thereof thereto, to any corp depository, or to any	in the interest of, or on behalf of, any undisclosed person association, organization or corporation. The bid is genuine and The bidder has not directly or indirectly induced or solicited any a false or sham bid. The bidder has not directly or indirectly or indirectly or agreed with any bidder or anyone else to put in any from bidding. The bidder has not in any manner, directly or greement, communication, or conference with anyone to fix the or of any other bidder, or to fix any overhead, profit, or cost e, or of that of any other bidder. All statements contained in the or has not, directly or indirectly, submitted his or her bid price of any other bidder, or divulged information or data relative pration, partnership, company, association, organization, bid nember or agent thereof, to effectuate a collusion or sham bid will not pay, any person or entity for such purpose.
partnership, joint vent other entity, hereby re	this declaration on behalf of a bidder that is a corporation are, limited liability company, limited liability partnership, or any epresents that he or she has full power to execute, and does non behalf of the bidder.
foregoing is true 9/22/2021 CA	y of perjury under the laws of the State of California that the and correct and that this declaration is executed on [date], at Rancho Cucamonga [city] [state].
Signed:	
Title: President	

Bond No.: CMGB00011525



Bid Bond

CONTRACTOR:

(Name, legal status and address)
DAVID BIRD, INC. DBA BIRDGROUP
CONSTRUCTION

12033 Jack Benny Drive, Suite 102

Rancho Cucamonga CA 91739

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company c/o CMGIA 20335 Ventura Blvd., Suite 426 Woodland Hills, CA 91364

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
County of San Bernardino, Real Estate Services Department
Project Management Division
385 North Arrowhead Ave., Third Floor
San Bernardino CA 92415

BOND AMOUNT: Ten Percent of Their Greatest Amount Bid (10% of G.A.B.)

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

Fuel Tank Infrastructure Phase III, Victorville, California,

Project No. 10.10.0857

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

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

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

Signed and sealed this 3rd day of August . 2021

The American Institute of Architects' legal counsel, copyright@aia.org.

	DAVID BIRD, INC. DBA BIRDG	ROUP CONSTRUCTION		
	(Principal)	(Seal)		
(Witness)				
	(Title)			
	Argonaut Insurance Company			
See Attached Notary Acknowledgment	(Surety)	(Seal)		
(Witness)				
	(Title) Stephanie Hope Shear, Att	to triey-in-Fact		
CAUTION: You should sign an original AIA Contract Docum	nent, on which this text appears in RED. A	n original assures that		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Bond No.: CMGB00011525

Argonaut Insurance Company

Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246 **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia,

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, a make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of faculmile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its ficial, seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021. Argonaut Insurance Company

STATE OF TEXAS COUNTY OF HARRIS SS: Joshua C. Betz Senior Vice President

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said company, referred to in the preceding instrument is now in force.

IN TESTIMONY WILLREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

ATHLEEN M MEEKS NOTARY PUBLIC STATE OF TEXAS COMM. EXP. 07/15/25

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of

2021



James Bluzard Vice President-Surety

	ficate verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of Los Angeles On AUG 0 3 2021 before me) Lucas Patterson, Notary Public
OnAUU U 3 ZUZI before me,	Here Insert Name and Title of the Officer
	Stephanie Hope Shear
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
LUCAS PATTERSON Notary Public - California Los Angeles County Commission # 2352264 My Comm. Expires Mar 19, 2025	Signature Signature of Notary Public
Though this section is optional, completing the	DPTIONAL his information can deter alteration of the document or this form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other T	Document Date:
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: