

# QUOTE

Printed: 10/20/2021

County of San Bernardino  
 777 E Rialto Ave  
 San Bernardino, CA 92415

Required	<b>Quote ID</b>  <b>00017785</b>
Promise Date:	
Bid Number: ANE221-ANE2C-4360	
Department: CIP	

<b>V E N D O R</b>	Wayne Perry, Inc. 8281 Commonwealth Ave. Buena Park, CA 90621
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<b>S H I P T O</b>	County of San Bernardino Architecture & Engineering 385 N. Arrowhead Ave. San Bernardino, CA 92415-0184
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Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Requesting bids for the Riparian Area Piezometer Installation Project. State Contractor's Class C-57 License is required. Construction estimate is \$151,200.	1.00	EA	\$ 146,473.86	\$ 0.00	\$ 146,473.86
					TOTAL:	\$ 146,473.86

REVISED BID PROPOSAL

PROJECT: Riparian Area Piezometer Installation Project

LOCATION: 7000 Merrill Avenue, Chino, California

OWNER: San Bernardino County

BID OPENING: October 20, 2021 at 10:00 a.m

BIDDER: Wayne Perry, Inc.  
8281 Commonwealth Ave. Buena Park CA

San Bernardino County  
Real Estate Services Department -Project Management  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://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 to install groundwater piezometers in Chino, California and manage soil and groundwater produced, 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, 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.

**BASE BID - UNIT PRICE BID SCHEDULE**

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
<b>Task 1</b>	<b>Drilling and Well Installation</b>				
<b>Task 1A</b>	<b>Piezometer Installation</b>				
100	Equipment Mobilization/Demobilization - CME-85 or equivalent hollow-stem auger (HSA) drill rig	EA	1	14,744.55	\$ 14,744.55
101A	Drill two (2) 10-inch diameter boreholes using HSA drill rig at depths to approximately 161 feet bgs with 5-foot continuous core barrel and/or 1.5-foot split-spoon soil samples every 5 feet or at the discretion of on-site geologist; collect groundwater grab samples via direct drive sampler approximately every 20 feet or at the discretion of on-site geologist; install dual-completion piezometers within 10-inch borehole; price to include all equipment, materials, and supplies to complete the drilling, sampling, and all required site preparation and restoration.	LF	322	76.73	\$ 24,707.06
101B	Drill two (2) 8-inch diameter boreholes using HSA at depths to approximately 31 feet bgs with 5-foot continuous core barrel and/or 1.5-foot split-spoon soil samples every 5 feet or at the discretion of on-site geologist; collect groundwater grab samples at the discretion of on-site geologist; install single-completion piezometers within 8-inch borehole; price to include all equipment, materials, and supplies to complete the drilling and all required site preparation and restoration	LF	62	79.48	\$ 4,927.76
102	Purge boreholes via bailer or pumping prior to collection of groundwater samples and/or allow groundwater to recharge in borehole	HR	8	313.50	\$ 2,508.00
103	Collect depth-discrete groundwater samples using drive-point or equivalent method	EA	16	385.00	\$ 6,160.00

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
104	Furnish and install 2-inch diameter Schedule 80 PVC well casing	LF	198	9.90	\$ 1960.20
105	Furnish and install 2-inch diameter continuous-slot 0.020" (0.5-mm) (or other specified slot size) stainless steel (Type 304 or 316) well screen with threaded cross-over and stainless-steel end cap	LF	260	80.03	\$ 20,807.80
106	Furnish and install annular materials, to include primary filter pack sand (#2/12 or other specified sieve size), transition sand (#0/30), and bentonite aquifer isolation material, in 10-inch boreholes	LF	322	25.58	\$ 8,236.76
107	Furnish and install annular materials, to include primary filter pack sand (#2/12 or other specified sieve size), transition sand (#0/30), and bentonite aquifer isolation material, in 8-inch boreholes	LF	62	8.53	\$ 528.86
108	Furnish and construct 10-inch above-grade wellhead access box with crash posts for 2-inch piezometers	LF	3	1375.00	\$ 4125.00
109	Furnish and construct 12-inch traffic rated flush-grade wellhead access box for 2-inch piezometers	EA	1	220.00	\$ 220.00
110	Daily travel and rentals. Includes chase truck/forklift/hopper and delivery of soil to roll-off bins and water to tanks at on-site staging area	Days	8	412.50	\$ 3,300.00
111	Standby time	HR	1	440.00	\$ 440.00
<b>Task 1B</b>	<b>Well Development</b>				
112	Develop piezometers, price to include operator and mobilization and demobilization of development rig with all equipment required, including bailers, surge tools, and submersible pumps and piping	HR	60	285.00	\$ 17,100.00
113	Daily travel and rentals. Includes chase truck/forklift/hopper and delivery of water to tank at staging area	Days	6	500.00	\$ 3,000.00
<b>Task 2</b>	<b>Waste Management</b>				

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
201A	Bin Delivery to Chino, California – up to three (3) 20-CY closed-top roll-off bins.	trip	2	495.00	\$ 990.00
201B	55-gallon UN/USDOT-approved drums may be used in lieu of soil bins at Contractor's discretion	each	20	72.60	\$ 1,452.00
202	Bin Liners	each	3	55.00	\$ 165.00
203	Bin Rental, per bin/per day (total is for up to 3 bins for 30 days)	day	90	16.50	\$ 1,485.00
204	Haul Soil to CA Permitted Disposal Facility - Non-hazardous solids	trip	3	1,502.92	\$ 4,508.76
205A	Disposal of Soil at CA Permitted Facility - Non-hazardous solids	ton	54	44.83	\$ 2,420.82
205B	Disposal of Soil at CA Permitted Facility - Non-hazardous solids (55-gallon drum)	each	20	341.00	\$ 6,820.00
206	Tank Delivery - 5,000 gallon closed-top tank, including valve on inlet & outlet	each	1	330.00	\$ 330.00
207	Tank Rental - 5,000 gallon closed-top tank, per tank/per day (total is for 30 days)	day	30	36.30	\$ 1,089.00
208	Haul Liquid Wastes to CA Permitted Disposal Facility – Non-hazardous liquids	trip	1	2,534.07	\$ 2,534.07
209A	Disposal of Liquid Wastes at CA Permitted Facility (non-hazardous)	gallon	5000	0.45	\$ 2,250.00
209B	Disposal of Liquid Wastes at CA Permitted Facility - Non-hazardous liquids (55-gallon drum)	each	20	341.00	\$ 6,820.00
210	Tank Clean Out (Pressure Washer + Operator + Clean out)	tank	1	2,513.50	\$ 2,513.50
211	Tank Removal - 5,000 gallon closed-top tank	each	1	330.00	\$ 330.00

**Assumptions & Notes:**

- 1) Contractor must have street-legal truck-mounted AQMD-certified HSA rig capable of producing 22,000 ft-lbs. of torque or greater (e.g., CME-85 or equivalent) to complete the scope of work.
- 2) Site Location: Chino Airport, California.
- 3) Site access, scheduling, and waste profiling will be conducted by the County's on-site consultant, Tetra

Tech.

- 4) Two deep 10-inch boreholes will be drilled to 161 feet bgs with dual-completion 2-inch Sch. 80 PVC piezometers installed, and two shallow 8-inch boreholes will have single-completion 2-inch Sch. 80 PVC piezometers installed
- 5) Based on previous well installations at the Airport, it is anticipated that the pilot HSA boring will be drilled with an 8-inch auger for collecting soil and groundwater samples and 10-inch augers for well installation.
- 6) Final depths will be determined by the on-site geologist, based on analytical results, geologic formations, and depths where first water is encountered.
- 7) It is anticipated that up to 8 groundwater samples may be collected per borehole while drilling first well with up to one half hour of time to purge/bail borehole.
- 8) Additional drilling may be required for collecting groundwater samples, and the bottom borehole will be backfilled with bentonite pellets for final well installation.
- 9) Actual linear footage, number of borings and groundwater samples, and depths of wells subject to change based on conditions encountered and analytical results.
- 10) Standby time to be charged only if delay caused by the County.
- 11) Any items used in addition to units specified in this table will be billed using same unit rates provided by the Contractor
- 12) Contractor will supply necessary items to transport IDW to staging area(s). Drums may be used for temporary storage and transportation/disposal of IDW at Contractor's discretion.

The **TOTAL BASE BID SUM** of one hundred forty six thousand four hundred seventy three Dollars and Eighty Six cents  
Written in Words

(\$ 146,473.86 )

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 bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

The quantities listed above are only an estimate for each of the items. The actual quantities and drilling locations 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.

### 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, fourteen thousand six hundred forty seven and 39/100 Dollars (\$ 14,647.39), made payable to the 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 the San Bernardino County. 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, 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 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: Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3<sup>rd</sup> 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 sixty (60) days 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 \$1,000.00 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)

### 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 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 is 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 41 of the General Conditions. **The undersigned agrees to provide the Real Estate Services 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 the San Bernardino County as an additional insured. 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, phone number and street address of the mill, shop or office 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 San Bernardino County Real Estate Services Department – Project Management, 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: Wayne Perry, Inc.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location</u>	<u>Phone No.</u>
<u>ABC Livin Drilling, Inc.</u>	<u>Drilling &amp; Well Installation</u>	<u>1180 E. Burnett St. Signal Hill, CA 90755</u>	<u>(562) 481-8575</u>
<u>Belshire Environmental Services, Inc.</u>	<u>Waste Management</u>	<u>25971 Towne Center Dr. Foothill Ranch, CA 92610</u>	<u>(949) 460-5200</u>

**ADDENDA**

This bid includes Addendum No. 1 dated 10/13/21  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgment 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 the undersigned is a corporation, the 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: Wayne Perry, Inc.

Address: 8281 Commonwealth Ave., Buena Park, CA 90621

Phone: 714 826 0352

Contractor's License No.: 300345 Primary Class: A, B, C10, C21, C57, C61/D40, Haz

Expiration Date of Contractor's License 9/30/22

Social Security No. or Federal Employer ID No.: 45-2880827

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

Authorized Signature:  Title: VP/CFO

Print Name: Thad Sandidge Date: 10-18-2021

**NONCOLLUSION DECLARATION**

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


The undersigned declares:

I am the Nice president / CFO of Wayne Perry, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/18/2021 [date], at Buena Park [city], California [state].

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

Title: VP / CFO \_\_\_\_\_

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the President of ABC Liovin Drilling, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/18/2021 [date], at Signal Hill [city], California [state].

Signed:  Ivan Liovin

Title: President

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the VICE PRESIDENT of BELSHIRE ENVIRONMENTAL SERVICES, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 15, 2021 [date], at Foothill Ranch [city], California [state].

Signed:  BRIAN CASS

Title: VICE PRESIDENT



# AIA Document A310™ – 2010

## Bid Bond

Bid Bond No: N/A

**CONTRACTOR:**

*(Name, legal status and address)*  
Wayne Perry, Inc.  
8281 Commonwealth Ave.  
Buena Park, CA 90621

**SURETY:**

*(Name, legal status and principal place of business)* Philadelphia Indemnity Insurance Company  
One Bala Plaza East, Suite 100  
Bala Cynwyd, PA 19004-1403

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)*  
San Bernardino County  
385 North Arrowhead Avenue  
San Bernardino, CA 92415

**BOND AMOUNT:** Ten Percent of the Total Amount Bid (10% of Bid Amount)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Riparian Area Piezometer Installation Project Chino, CA

Project Number, if any: Project No. 10.10.0556

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 14th day of October 2021

*(Witness)*

Wayne Perry, Inc.

*(Principal)*

*(Title)*

Philadelphia Indemnity Insurance Company

*(Surety)*

*(Title)*

rene Luong, Attorney-in-Fact

*(Witness)*

Init.



**CALIFORNIA 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.

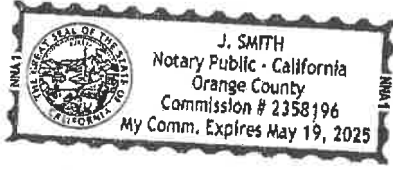
State of California }  
County of Orange }

On OCT 14 2021 before me, J. Smith, Notary Public

Irene Luong *Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*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 J. Smith  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

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: \_\_\_\_\_

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Yung T. Mullick, James W. Moilanen, P. Austin Neff, Irene Luong, Emilie George, Christine Hoang & Danielle Hanson from The Bond Exchange of Dallas, TX**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

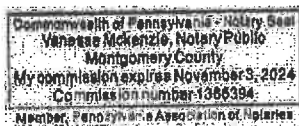


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of October, 2021



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Philadelphia Indemnity Insurance Company**

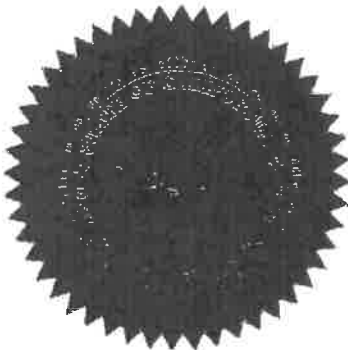
*of Pennsylvania, organized under the laws of Pennsylvania, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Boiler and Machinery,  
Burglary, Sprinkler, Automobile, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, effective as of the 11<sup>th</sup> day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 11<sup>th</sup> day of September, 2015.



Dave Jones  
Insurance Commissioner

By

Valerie Sarfaty  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

Bid Bond No: N/A

### CONTRACTOR:

(Name, legal status and address)  
Wayne Perry, Inc.  
8281 Commonwealth Ave.  
Buena Park, CA 90621

### SURETY:

(Name, legal status and principal place of business)  
Philadelphia Indemnity Insurance Company  
One Bala Plaza East, Suite 100  
Bala Cynwyd, PA 19004-1403

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)  
San Bernardino County  
385 North Arrowhead Avenue  
San Bernardino, CA 92415

**BOND AMOUNT:** Ten Percent of the Total Amount Bid (10% of Bid Amount)

### PROJECT:

(Name, location or address, and Project number, if any)  
Riparian Area Piezometer Installation Project Chino, CA

Project Number, if any: Project No. 10.10.0556

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.

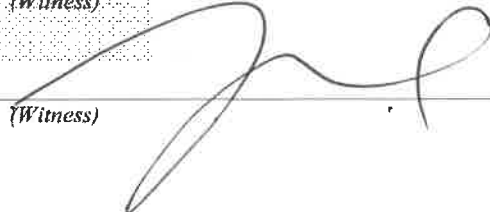
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 14th day of October 2021



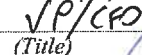
(Witness)



(Witness)

Wayne Perry, Inc.

(Principal)



(Title)

Philadelphia Indemnity Insurance Company

(Surety)



(Title)

Irene Luong, Attorney-in-Fact

(Seal)

(Seal)

Init.

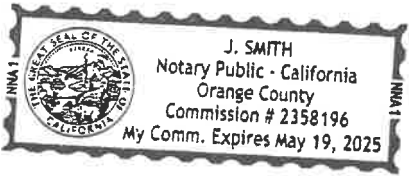
**CALIFORNIA ACKNOWLEDGMENT**

**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 Orange }  
On OCT 14 2021 before me, J. Smith, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Irene Luong  
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 J. Smith  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_  
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: \_\_\_\_\_

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Yung T. Mullick, James W. Moilanen, P. Austin Neff, Irene Luong, Emilie George, Christine Hoang & Danielle Hanson from The Bond Exchange of Dallas, TX**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

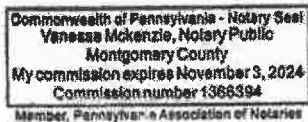
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of October, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Philadelphia Indemnity Insurance Company**

*of Pennsylvania, organized under the laws of Pennsylvania, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Boiler and Machinery,  
Burglary, Sprinkler, Automobile, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 11<sup>th</sup> day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 11<sup>th</sup> day of September, 2015.*



Dave Jones  
*Insurance Commissioner*

Valerie Sarfaty  
for Nettie Hoge  
*Chief Deputy*

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

REVISED BID PROPOSAL

PROJECT: Riparian Area Piezometer Installation Project

LOCATION: 7000 Merrill Avenue, Chino, California

OWNER: San Bernardino County

BID OPENING: October 20, 2021 at 10:00 a.m

BIDDER: Wayne Perry, Inc.

8281 Commonwealth Ave. Buena Park CA

San Bernardino County  
Real Estate Services Department -Project Management  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://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 to install groundwater piezometers in Chino, California and manage soil and groundwater produced, 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, 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.

**BASE BID - UNIT PRICE BID SCHEDULE**

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
<b>Task 1</b>	<b>Drilling and Well Installation</b>				
<b>Task 1A</b>	<b>Piezometer Installation</b>				
100	Equipment Mobilization/Demobilization - CME-85 or equivalent hollow-stem auger (HSA) drill rig	EA	1	14,744.55	\$ 14,744.55
101A	Drill two (2) 10-inch diameter boreholes using HSA drill rig at depths to approximately 161 feet bgs with 5-foot continuous core barrel and/or 1.5-foot split-spoon soil samples every 5 feet or at the discretion of on-site geologist; collect groundwater grab samples via direct drive sampler approximately every 20 feet or at the discretion of on-site geologist; install dual-completion piezometers within 10-inch borehole; price to include all equipment, materials, and supplies to complete the drilling, sampling, and all required site preparation and restoration.	LF	322	76.73	\$ 24,707.06
101B	Drill two (2) 8-inch diameter boreholes using HSA at depths to approximately 31 feet bgs with 5-foot continuous core barrel and/or 1.5-foot split-spoon soil samples every 5 feet or at the discretion of on-site geologist; collect groundwater grab samples at the discretion of on-site geologist; install single-completion piezometers within 8-inch borehole; price to include all equipment, materials, and supplies to complete the drilling and all required site preparation and restoration	LF	62	79.48	\$ 4,927.76
102	Purge boreholes via bailer or pumping prior to collection of groundwater samples and/or allow groundwater to recharge in borehole	HR	8	313.50	\$ 2,508.00
103	Collect depth-discrete groundwater samples using drive-point or equivalent method	EA	16	385.00	\$ 6,160.00

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
104	Furnish and install 2-inch diameter Schedule 80 PVC well casing	LF	198	9.90	\$ 1,960.20
105	Furnish and install 2-inch diameter continuous-slot 0.020" (0.5-mm) (or other specified slot size) stainless steel (Type 304 or 316) well screen with threaded cross-over and stainless-steel end cap	LF	260	80.03	\$ 20,807.80
106	Furnish and install annular materials, to include primary filter pack sand (#2/12 or other specified sieve size), transition sand (#0/30), and bentonite aquifer isolation material, in 10-inch boreholes	LF	322	25.58	\$ 8,236.76
107	Furnish and install annular materials, to include primary filter pack sand (#2/12 or other specified sieve size), transition sand (#0/30), and bentonite aquifer isolation material, in 8-inch boreholes	LF	62	8.53	\$ 528.86
108	Furnish and construct 10-inch above-grade wellhead access box with crash posts for 2-inch piezometers	LF	3	1375.00	\$ 4,125.00
109	Furnish and construct 12-inch traffic rated flush-grade wellhead access box for 2-inch piezometers	EA	1	220.00	\$ 220.00
110	Daily travel and rentals. Includes chase truck/forklift/hopper and delivery of soil to roll-off bins and water to tanks at on-site staging area	Days	8	412.50	\$ 3,300.00
111	Standby time	HR	1	440.00	\$ 440.00
<b>Task 1B</b>	<b>Well Development</b>				
112	Develop piezometers, price to include operator and mobilization and demobilization of development rig with all equipment required, including bailers, surge tools, and submersible pumps and piping	HR	60	285.00	\$ 17,100.00
113	Daily travel and rentals. Includes chase truck/forklift/hopper and delivery of water to tank at staging area	Days	6	500.00	\$ 3,000.00
<b>Task 2</b>	<b>Waste Management</b>				

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
201A	Bin Delivery to Chino, California – up to three (3) 20-CY closed-top roll-off bins.	trip	2	495.00	\$ 990.00
201B	55-gallon UN/USDOT-approved drums may be used in lieu of soil bins at Contractor's discretion	each	20	72.60	\$ 1,452.00
202	Bin Liners	each	3	55.00	\$ 165.00
203	Bin Rental, per bin/per day (total is for up to 3 bins for 30 days)	day	90	16.50	\$ 1,485.00
204	Haul Soil to CA Permitted Disposal Facility - Non-hazardous solids	trip	3	1,502.92	\$ 4,508.76
205A	Disposal of Soil at CA Permitted Facility - Non-hazardous solids	ton	54	44.83	\$ 2,420.82
205B	Disposal of Soil at CA Permitted Facility - Non-hazardous solids (55-gallon drum)	each	20	341.00	\$ 6,820.00
206	Tank Delivery - 5,000 gallon closed-top tank, including valve on inlet & outlet	each	1	330.00	\$ 330.00
207	Tank Rental - 5,000 gallon closed-top tank, per tank/per day (total is for 30 days)	day	30	36.30	\$ 1,089.00
208	Haul Liquid Wastes to CA Permitted Disposal Facility – Non-hazardous liquids	trip	1	2,534.07	\$ 2,534.07
209A	Disposal of Liquid Wastes at CA Permitted Facility (non-hazardous)	gallon	5000	0.45	\$ 2,250.00
209B	Disposal of Liquid Wastes at CA Permitted Facility - Non-hazardous liquids (55-gallon drum)	each	20	341.00	\$ 6,820.00
210	Tank Clean Out (Pressure Washer + Operator + Clean out)	tank	1	2,513.50	\$ 2,513.50
211	Tank Removal - 5,000 gallon closed-top tank	each	1	330.00	\$ 330.00

**Assumptions & Notes:**

- 1) Contractor must have street-legal truck-mounted AQMD-certified HSA rig capable of producing 22,000 ft-lbs. of torque or greater (e.g., CME-85 or equivalent) to complete the scope of work.
- 2) Site Location: Chino Airport, California.
- 3) Site access, scheduling, and waste profiling will be conducted by the County's on-site consultant, Tetra

Tech.

- 4) Two deep 10-inch boreholes will be drilled to 161 feet bgs with dual-completion 2-inch Sch. 80 PVC piezometers installed, and two shallow 8-inch boreholes will have single-completion 2-inch Sch. 80 PVC piezometers installed
- 5) Based on previous well installations at the Airport, it is anticipated that the pilot HSA boring will be drilled with an 8-inch auger for collecting soil and groundwater samples and 10-inch augers for well installation.
- 6) Final depths will be determined by the on-site geologist, based on analytical results, geologic formations, and depths where first water is encountered.
- 7) It is anticipated that up to 8 groundwater samples may be collected per borehole while drilling first well with up to one half hour of time to purge/bail borehole.
- 8) Additional drilling may be required for collecting groundwater samples, and the bottom borehole will be backfilled with bentonite pellets for final well installation.
- 9) Actual linear footage, number of borings and groundwater samples, and depths of wells subject to change based on conditions encountered and analytical results.
- 10) Standby time to be charged only if delay caused by the County.
- 11) Any items used in addition to units specified in this table will be billed using same unit rates provided by the Contractor
- 12) Contractor will supply necessary items to transport IDW to staging area(s). Drums may be used for temporary storage and transportation/disposal of IDW at Contractor's discretion.

The **TOTAL BASE BID SUM** of one hundred forty six thousand four hundred seventy three Dollars <sup>Eighty Six cents</sup>  
Written in Words

(\$ 146,473.86)

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 bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

The quantities listed above are only an estimate for each of the items. The actual quantities and drilling locations 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.

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, fourteen thousand six hundred forty seven and 39/100 Dollars (\$ 14,647.39), made payable to the 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 the San Bernardino County. 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, 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 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: Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3<sup>rd</sup> 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 sixty (60) days 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 \$1,000.00 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)

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 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 is 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 41 of the General Conditions. **The undersigned agrees to provide the Real Estate Services 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 the San Bernardino County as an additional insured. 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, phone number and street address of the mill, shop or office 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 San Bernardino County Real Estate Services Department – Project Management, 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: Wayne Perry, Inc.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location</u>	<u>Phone No.</u>
ABC Livin Drilling, Inc.	Drilling & Well Installation	1180 E. Burnett St. Signal Hill, CA 90755	(562) 81-8575
Belshire Environmental Services, Inc.	Waste Management	25971 Towne Center Dr. Foothill Ranch, CA 92610	(949) 460-5200

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ADDENDA

This bid includes Addendum No. 1 dated 10/13/21  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgment 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 the undersigned is a corporation, the 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: Wayne Perry, Inc.

Address: 8281 Commonwealth Ave., Buena Park, CA 90621

Phone: 714 826 0352

Contractor's License No.: 300345 Primary Class: A, B, C10, C21, C57, C61/D40, Haz

Expiration Date of Contractor's License 9/30/22

Social Security No. or Federal Employer ID No.: 95-2880827

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

Authorized Signature:  Title: VP/CFD

Print Name: Ted Sandvick Date: 10-18-2021

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the Vice president / CFO of Wayne Perry, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/18/2021 [date], at Buena Park [city], California [state].

Signed: 

Title: VP / CFO

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the President of ABC Liovin Drilling, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/18/2021 [date], at Signal Hill [city], California [state].

Signed:  Ivan Liovin

Title: President

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the VICE PRESIDENT of BELSHIRE ENVIRONMENTAL SERVICES, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 15, 2021 [date], at Foothill Ranch [city], California [state].

Signed:  BRIAN CASS

Title: VICE PRESIDENT