REVISED BID PROPOSAL

PROJECT:

Central Valley Juvenile Detention Center (CVJDC) Secured Parking

Expansion

LOCATION:

900 E. Gilbert St. San Bernardino, CA 92415

OWNER:

San Bernardino County

BID OPENING:

December 15, 2021 @ 3:00 PM

BIDDER:

Three Peaks Corp

San Bernardino County
Real Estate Services Department – Project Management
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184

www.res.sbcounty.gov

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is parking lot expansion, which includes 121 new stalls, asphalt, striping, new light poles. Adjacent to the parking lot are existing modules which will receive a concrete pad and power in San Bernardino, 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, at the following cost(s):

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

TOTAL BID

The BASE BID IS for the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The below-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 below-mentioned TOTAL BID includes the BASE BID plus ALLOWANCE No. 1.

| ALLOWANCE No. 1: Unforeseen Site Conditions – This allowance shall be used in the event subsurface or existing conditions encountered are materially different than what is shown on the project documents, including plans and specifications. This amount shall be applicable to construction of the parking lot and all required permits. | \$25,000.00 |
|--|----------------------|
| Twenty-Five ThousandDollars Plus LUMP SUM BASE BID AMOUNT OF | |
| | \$.00 |
| Five hundred seventy two thousand <u>Pollars</u> | 572,000.00 |
| Equals TOTAL BID AMOUNT of | |
| Five hundred ninety seven thousand | \$.00 597,000.00 |

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

BID DEPOSIT (BID BOND)

| There is enclosed herewith, a certified check | or surety bond in the amount of ten percent |
|---|--|
| (10%) of the BASE BID, or, more specifically, | |
| Dollars (\$ |), made payable to San Bernardino |
| County. The undersigned agrees that in the | event of the failure by the undersigned to |
| execute the necessary contract and furnish t | |
| the certified check or surety bond and the mo | |
| the property of San Bernardino County. If | |
| cashier's check, the check shall be deposited | |
| Project Management, and a County warrant | t for the full amount shall be issued to the |
| undersigned approximately one month after C | Contract Award. |
| | |

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder

clearly marked on the outside, to: Real Estate Services Department — Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.

TIME OF COMPLETION

The undersigned agrees to complete the work within 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 \$200.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

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

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by lavv, 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) Isted 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 with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County. All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

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

FORMER COUNTY OFFICIALS

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

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event

a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

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

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total armount 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 <u>and</u> 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 NA | ME: Three Peaks | Corp | | |
|---------------------------------|---|----------------------------|----------------|--------------|
| Subcontractor | Portion of Work (Description of work to be performed) | Location of CA Business | Cont. Lic. No. | DIR Reg. No. |
| On Point Land Surveying Inc. | Survey | Redlands, CA | LS 8133 | 1000003100 |
| Superior Pavemen Markings | t Striping & Marking, Signag | ge Beaumont, CA | 776306 | 1000001476 |
| Nekota Power Elec Const Corp | ct Electrical | Redlands, CA | 1031191 | 1000526087 |
| matich corporation | Paving | Highland, CA | 4 49783 | 1000004260 |
| | | | | |
| ADDENDA This bid includes | Addendum No | 1 dated | December 9 | th, 2021 |

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

<u>AFFIDAVIT</u>

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

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

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

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

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

| Check One: () Sole Proprietor () Partnership () Corporation () Other | |
|--|----------------------|
| Name of Bidder: Three Peaks Corp Address: PO Box 101 Calimesa, CA 92320 | |
| | Phone: 909-795-16390 |
| Email: erik@threepeakscorp.com | |

| Contractor's License No.: 941528 | _Primary Class:A/B |
|--|--------------------------|
| Expiration Date of Contractor's License 12-31-2023 | |
| Contractor's DIR Registration # 1000008140 | |
| I declare under penalty of perjury the above is true and | correct. |
| Authorized Signature: | Title: President |
| Print Name: Erik Simmons | Date: December 15th, 202 |

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

| The undersigned declares: | | |
|---|---|---|
| I am the President the foregoing bid. | of Three Peaks Corp | , the party making |
| partnership, company, associated not collusive or sham. The bid other bidder to put in a false colluded, conspired, connived sham bid, or to refrain from indirectly, sought by agreemed bid price of the bidder or of element of the bid price, or of bid are true. The bidder has any breakdown thereof, or the thereto, to any corporation, depository, or to any member | e interest of, or on behalf of, ation, organization or corporation dder has not directly or indirectly e or sham bid. The bidder has d, or agreed with any bidder or bidding. The bidder has not in ent, communication, or conference any other bidder, or to fix any of that of any other bidder. All stanot, directly or indirectly, submitted contents thereof, or divulged in partnership, company, associated and pay, any person or entity for such | n. The bid is genuine and induced or solicited any not directly or indirectly anyone else to put in a any manner, directly or ce with anyone to fix the overhead, profit, or cost atements contained in the ed his or her bid price or formation or data relative station, organization, bid a collusion or sham bid, |
| partnership, joint venture, lim | declaration on behalf of a bidd ited liability company, limited lia its that he or she has full powe chalf of the bidder. | bility partnership, or any |
| foregoing is true and co | erjury under the laws of the Sta orrect and that this declara ate], at Calimesa | |
| California | _[state]. | |
| Signed: | | |
| Title: President | | |

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of husiness)

Three Peaks Corp.

P.O. Box 101

Calimesa, CA 92320

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

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

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

OWNER:

(Name, legal status and address)

San Bernardino County RESD

385 North Arrowhead Avenue San Bernardino, CA 92415

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

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

ANE221-ANE2C-4380 - CVJDC SECURED PARKING EXPANSION, SAN BERNARDINO, CALIFORNIA

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 ful 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 hid. 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 to 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 scaled this

14th

day of December, 2021

(Title) Erik Simmons

Three Peaks Corp

(Seal)

President

(Title) Lawrence F. McMahon Attomey-in-Fract

Janice Martin (Witness)

The Ohio Casualty Insurance Company (Surety)

(Principal)

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

| STATE OF CALIFORNIA | and not the trothidness, accuracy or validity of that document. |
|--|---|
| County of San Diego | |
| OnDEC 1 4 2021 before me, Sarah M | vers , Notary Public |
| Date Insert | Name of Notary exactly as it appears on the official seal |
| personally appeared Lawrence F. McMahon | |
| | Name(s) of Signer(s) |
| SARAH MYERS Notary Public - California San Diego County Commission # 2314482 My Comm. Expires Nov 30, 2023 | who proved to me on the basis of satisfactory evidence to be the person(**) whose name(**) is/#/# subscribed to the within instrument and acknowledged to me that he/#/#/#/#/# executed the same in his/#/#/#/#/# authorized capacity(**) and that by his/###/#/# signature(**) on the instrument the person(**), or the entity upon behalf of which the person(**) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true. |
| My Collett. Expired to | and correct. |
| | Witness my hand and afficial seal. |
| | Signature |
| Place Notary Seal Above | Signature Signature of Notice Public Sarah Myers |
| OF | PTIONAL — |
| Though the information below is not required by law and could prevent fraudulent removal an | w, it may prove valuable to persons relying on the document d reattachment of the form to another 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: |
|] Individual | ☐ Individual |
| Corporate Officer — Title(s): | Corporate Officer — Title(s): |
| Partner Limited General | ☐ Partner ☐ Limited ☐ General |
| Attorney in Fact RIGHT THUMBPRIN | |
| Trustee OF SIGNER | ☐ Trustee OF SIGNER |
| Guardian or Conservator Top of thumb here | ☐ Guardian or Conservator Top of thumb here |
| Other: | Other: |
| Signer is Representing: | Signer is Representing: |
| Surety Company | |
| Surety Company | |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204402-024019

Attorney or email H

poud

For bor please

POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that

| under the laws of the | State of Indiana (herein o | ollectively called the | "Companies"), pu | the State of Massachusetts, and West American Insurance Company is a corporation duly organized irsuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale G. Mahon; Minna Huovila; Sarah Myers; Tara Bacon |
|-----------------------|----------------------------|------------------------|-------------------|--|
| | | | | each Individually if there be more than one named, its true and lawful attorney-in-fact to make, and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance and duly signed by the president and attested by the secretary of the Companies in their own proper |
| IN WITNESS WHERE | | ey has been subscri | bed by an authori | ized officer or official of the Companies and the corporate seals of the Companies have been affixed |





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

(POA) verification inquiries, HOSUR@libertymutual.com On this 22nd day of 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



INSI

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 nher Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

d and/or Power of call 610-832-8240 Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of December ,







Renee C. Llewellyn, Assistant Secretary