

BID DOCUMENTS
for
PROJECT NO. HCGBJOC1
**“HEALTHCARE GENERAL
BUILDING” CONTRACTOR
JOB ORDER CONTRACT SERVICES**
SAN BERNARDINO, CALIFORNIA

SAN BERNARDINO COUNTY
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT
385 NORTH ARROWHEAD AVENUE
THIRD FLOOR
SAN BERNARDINO, CA 92415-0184
<https://pfm.sbcounty.gov/>

May 2023

BID PROPOSAL

PROJECT: JOB ORDER CONTRACT SERVICES
OWNER: San Bernardino County
BID OPENING: June 28, 2023, at 1:00 P.M.
BIDDER: [Nexville Construction, Inc.](#)
TRADE: HEALTHCARE GENERAL BUILDING CONTRACTOR HCGBJOC1

San Bernardino County
Project and Facilities Management Department
Project Management
385 North Arrowhead Avenue
Third Floor
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in San Bernardino County, 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 Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

BID

The three (3) responsible and responsive bidder who submitted the ten lowest Award Criteria Figures shall be awarded the contract if they are awarded. The three (3) lowest Award Criteria Figures will be considered the lowest bids. The Award Criteria Figure will be determined by utilizing the following award formula: Factor 1 will be multiplied by .50, Factor 2 will be multiplied by .30, Factor 3 will be multiplied by .10, Factor 4 will be multiplied by .10. These numbers will be summed for an Award Criteria Figure, and the three (3) lowest composite bids will be considered the three low bids. The number of contracts listed above is only an estimate for the number of contracts to be awarded. The actual number of contracts to be awarded will be determined after the bid opening, based on the needs of the County.

Any alteration or addition to the form of Bid Proposal will invalidate same. Fill out completely all blank spaces. An incomplete form will invalidate bid.

All Adjustment Factors include applicable California state sales, tax, bonds, insurance and all other costs required to perform the Job Orders as described in the Bid Documents.

ADJUSTMENT FACTORS:

The Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. The Contractor's eight (4) Adjustment Factors will be applied against the prices set forth in the Unit Price Book. The Adjustment Factors are as follows:

Zone 1: Factor 1 – Non-Patient Care Areas Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 2 – Non-Patient Care Areas Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 1: Factor 3 - Patient Care Areas Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 4 – Patient Care Areas Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

ZONE 1

FACTOR 1 - Unit work requirements to be performed in **Non-Patient Care Areas** during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0 . 9 4 5 0

Utilize four decimal places

Zero point nine four five zero

Bid for Normal Working Hours, Zone 1 (in words).

FACTOR 2 - Unit work requirements to be performed in **Non-Patient Care Areas** during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and

Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

0 . 9 5 4 0

Utilize four decimal places

Zero point nine five four zero

Bid for Other Than Normal Working Hours, Zone 1 (in words).

FACTOR 3 – Unit work requirements to be performed in **Patient Care Areas** during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract. Factor 3 must be greater than Factor 2.

0 . 9 5 6 0

Utilize four decimal places

Zero point nine five six zero

Bid for Rapid Response Projects, Zone 1 (in words).

FACTOR 4 – Unit work requirements to be performed in **Patient Care Areas** during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 4 must be greater than Factor 3.

0 . 9 5 6 5

Utilize four decimal places

Zero point nine five six five

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

AWARD FORMULA

Line 1: Zone 1, Factor 1	<u>0.9450</u>
Line 2: Multiply Line 1 by (.50)	<u>0.4725</u>
Line 3: Zone 1, Factor 2	<u>0.9540</u>
Line 4: Multiply Line 3 by (.30)	<u>0.2862</u>
Line 5: Zone1, Factor 3	<u>0.9560</u>
Line 6: Multiply Line 5 by (.10)	<u>0.0956</u>
Line 7: Zone 1, Factor 4	<u>0.9565</u>
Line 8: Multiply Line 7 by (.10)	<u>0.0957</u>
Line 9: Add Lines 2, 4, 6, 8	<u>0.9500</u>

The above Adjustment Factors are to be specified to four decimal places. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. All prices and information required on the bid form must be either typewritten or neatly printed in ink (use figures only). San Bernardino County reserves the right to revise all arithmetic errors in calculations for correctness. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. 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 County reserves the right to reject any and all bids and to waive any irregularities.

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract

in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.

When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first. This is a bid for a Contract for repair, remodel or other repetitive work specified in individual Job Orders, effective for a period of 12 months from the start date of the Contract approved by the Board of Supervisors. Job Orders issued prior to, but not completed, by the expiration of the Contract period will be completed with all provisions of the Contract still in force. Supplemental Job Orders to an original Job Order issued prior to but not completed by the expiration of the contract prior, will be completed with all the provisions of this contract still in force.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the — Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

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 within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between \$750 to \$1,500 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

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 Board of Supervisors 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 Class "B" license as a contractor in the State of California and that the license is the correct class of license as listed in the instruction to bidders. The undersigned also certifies that all subcontractor(s) that will be utilized as per individual Job Orders will be 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 77 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County 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 potential maximum contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the potential maximum 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. 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.

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Bids of one million dollars (\$1,000,000) or more)

(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

In accordance with Public Contract Code section 2204(a), the proposer/bidder certifies that at the time the Proposal/Bid is submitted, the proposer/bidder signing the Proposal/Bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

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 provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (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. The subcontractor information will be provided as part of a complete Job Order Proposal.

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee. The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

The undersigned certifies that it and all subcontractor(s) it will use to perform Work will be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 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. 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."

ADDENDA

This bid includes: Addendum No. 1 dated 06/07/2023
Addendum No. _____ dated _____
Addendum No. _____ dated _____

AFFIDAVIT

The undersigned has submitted with the Bid Proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors, signed under penalty of perjury, and states that this is a

genuine Proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

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

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

If undersigned is a corporation, 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(s) is legally binding.

Check One: () Sole Proprietor; () Partnership; (x) Corporation; () Other

Name of Bidder: Nexville Construction, Inc.

Address: 23545 Palomino Dr. A135
Diamond Bar, CA 91765 Phone: 213-505-7636

Email: sean@nexvilles.com

Contractor's License No.: 1035410 Primary Class: B, C39

Expiration Date of Contractor's License 01/31/2024

Contractor's DIR Registration # 1000852465

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

Authorized Signature:  Title: President

Print Name: Sean Doyoung Chiew Date: 7/6/23

Please see attached Resume.

Job Order Contract Experience Form

Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: _____

Agency Contract Contact (name, email, and current phone number):

Contract Start/End Dates: _____

Awarded Contract Value: _____

Total Value of Work Issued Against Contract: _____

Contract Name/Number: _____

Required License(s): _____

Brief Description of Projects Completed:

Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: _____

Agency Contract Contact (name, email, and current phone number):

Contract Start/End Dates: _____

Awarded Contract Value: _____

Total Value of Work Issued Against Contract: _____

Contract Name/Number: _____

Required License(s): _____

Brief Description of Projects Completed:

Sean Chiew

204 Capricorn, Irvine, CA 92618
Cell Phone (213) 505-7636 ~
Email: sdchiew@gmail.com

EXPERIENCE

2017 - Current: Manage JOC contracts and projects for PUB Construction, Inc. as a consultant and also manage and operate Nexville Construction, Inc.

- Managing JOC contracts: Los Angeles County Development Authority, Orange County Public Works and Los Angeles Community College District.

**PUB Construction, Inc.
Senior JOC Project Manager**

**Pomona, CA
July 2013 to 2017**

- County of San Bernardino
 \$4,000,000.00 General Contract
 \$1,500,000.00 Flooring Contract
- County of San Diego
 \$3,000,000.00
- California State University, Fullerton (4 years)
 \$3,000,000.00 per year
- California State University, Chancellor's Office (2 years)
 \$1,000,000.00 per year
- San Diego State University (2 years)
 \$3,000,000.00 per year
- County of Los Angeles Internal Services Department (2 years)
 \$4,500,000.00 per year

Public Projects Completed:

- Theo Lacy Tenant improvement project (Orange County Sheriff department):
 \$1,800,000.00
- Santa Monica College Bundy Parking Lot 2 Renovation
 \$1,200,000.00

Private Projects Completed:

- President Asset Group – Wood Glen Apartments Renovation
 \$3,200,000.00
- Apartment Renovation – Torrey Hills Phase II Landscape and Common Area
 \$1,188,000.00

**Exbon Development, Inc.
Project Manager**

**Garden Grove, CA
March 2012 to June 2013**

Federal Projects: IDIQ (Indefinite delivery/indefinite quantity) Roofing contract with Edwards Air Force Base, Edwards, CA. Cool Roofing system; single ply PVC membrane. As a Project Manager, worked and finished 12 Buildings ranging from \$250,000 to \$2,800,000.00

- Building 2200 (fitness center), bldg. 1810 (JSF F-35 aircraft hangar), bldg. 3735 (warehouse receiving), bldg. 8523 & 8512 (chemistry laboratory), bldg. 5550 (pet

adoption center), bldg. 1450 (supervision center) and 5 other buildings.

Management of assigned projects and direct and coordinates the activities of the various trade groups / crew. Ensure quality control, safety, profitability and client satisfaction. Ensure client satisfaction by understanding the client's vision/objectives for the project, the project delivery process, and financial metrics. Have a working knowledge of the overall direction of the project from pre-construction phase (includes input on estimates and schedules) through closeout including contractual and specification documentation compliance, advising on construct-ability issues, setting quality standards, managing team collaboration, and meeting or exceeding the project's forecasted profit goals. Ensure that the work progress according to schedule, material and equipment are delivered to the site on time, and that the activities of the various workers do not interfere with one another.

Cal-Pac Engineering (SK Engineering & construction USA Subsidiary)
Assistant Project Manager

Fullerton, CA
March 2008 to March 2010

Public Projects:

- Los Angeles County Sanitation District (LACSD) Puente Hills Landfill warehouse project- renovation and improvement of existing warehouse, parking lot and storage area: **\$1,600,000.00**
- Los Angeles County Job Order Contract - Mt. Wilson, Sorensen Park Office Sierra HWY and Hall of Justice: **\$4,000,000.00**

Assisted Private Project:

- 30 unit 311 Gramercy Place condominium project: **\$20,000,000.00**

Project superintendent: Coordinate and supervise the construction process from the conceptual development stage through final construction, making sure that the project activities are carried out safely while complying with Federal, State and Local legal requirements. Work with all parties including operations, project managers, engineers, architect, laborers and clients to ensure effective management of the project. Oversee the performance of all trade contractors and ensure that all work is completed on schedule. Oversee the delivery and use of materials, tools, and equipment; worker productivity and safety and the quality of construction.

Assistant project manager: Public works projects, oversee processing of submittals, RFIs, change orders, weekly and monthly schedule and document control, safety meetings, coordination meetings, attend and resolve problems and record and review meeting minutes.

KEE Construction, Inc.
Superintendent / Project Manager

Torrance, CA
December 2005 to March 2008

Private Projects: Fast track commercial tenant improvements. Retail clothing chain stores in many different locations throughout California (Torrance, San Francisco, Fresno, San Diego, Carlsbad, Salinas, Citrus Heights, National City, Escondido, Hayward and etc.) , ranging from \$600,000 - \$1,000,000. (Against All Odds USA INC.) As a Project Manager, worked and finished 10 stores in a year and renovate & repaired 7 existing stores.

Oversee one or more tenant improvement projects as on-site manager for overall responsibility of schedule compliance, cost control and quality assurance. Communicate project progress with management. Coordinate work with subcontractors. Interrelate with Owners Representatives. Obtain necessary permits and licenses. Ensure that project activities are carried out safely, on-time, and within budget while complying with Federal, State and Local legal requirements.

HanSol Electric, Inc.

Santa Fe Springs, CA

Supervisor / Estimation Coordinator

December 2003 to February 2005

Estimation Coordinator: Support and assist estimators in the bidding process, including preparation of new estimates. Create, maintain and distribute all departmental documentation including bid invites, ordering and distributing blueprints, preparing client proposals. Transfer project information in an accurate and complete manner.

- Organizing schedule for electricians.
- Managing and coordinating jobsites.

EDUCATION

Rest from study – University of California, Irvine.

Transfer from Santa Monica College to University of California, Irvine

QUALIFICATIONS

- Effective, results-oriented people person.
- Oriented to company's goals and policies accomplishment.
- High qualification in team leadership for construction activities.
- Able to represent company with professionalism and confidence.
- Able to prioritize workload and meet deadlines.
- Supportive, committed and responsible.
- Willing to travel

SPECIALIZED SKILLS / CERTIFICATIONS

- Fluent in English and Korean
- Computer proficiency in Microsoft Office Applications, Visual Basic and Internet.
- California (B) General Building Contractor and (C-39) Roofing Contractor License
- CPR and First Aid Training
- 30 Hour OSHA safety certified
- Industrial forklifts certified
- Scissor lifts and boom lifts certified

REFERENCES

- Tim Pae: (213) 249-1088 Project Manager / Cal-Pac Engineering Co., Inc.
- Don Seo: (714) 719-4223 Vice President / Exbon Development, Inc.
- Justin Lee: (909) 973-4833 Vice President / Pub Construction, Inc.
- CR Chang: (310) 413 4598 General Manager / KEE Construction, Inc.
- Jiwon Choi: (714) 395 7371 - Vice President / HanSol Electric, Inc.

CERTIFICATION FORM

To County of San Bernardino:

I, the undersigned, certify and declare that I have read all the foregoing answers in the RFP and know their contents. The matters stated in the answers are true to the best of my knowledge. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is correct.

<< IF A SOLE OWNER OR SOLE GENERAL CONTRACTOR >>

Name under which business is conducted

Signature (first and last name) of proprietor

Date:

<< IF A PARTNERSHIP >>

Name under which business is conducted

Signature (first and last name) of each member of partnership:

Date:

(Indicate character of each partner – general or special.)

<< IF A CORPORATION >>

A corporation requires the signature of two corporate officers. One signature shall be that of the chairman of board, the president, or any vice president, and the second signature shall be that of the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of such corporation.

Name under which business is conducted **Nexville Construction, Inc.**

First Signature of Chairman of Board

Date: *7/6/23*



(IMPRESS CORPORATE SEAL)

Incorporated under the laws of the State of California

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Nexville Construction, 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 7/16/23 [date], at Diamond Bar [city], California [state].

Signed:  _____

Title: President _____

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Nexville Construction, Inc.
23545 Palomino Dr. A135
Diamond Bar, CA 91765**

SURETY:

(Name, legal status and principal place of business)

**Developers Surety and Indemnity Company
17771 Cowan, Suite 100,
Irvine, CA 92614**

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, Third Floor
San Bernardino, CA 92415**

BOND AMOUNT: Twenty Five Thousand and 00/100 - (\$25,000.00)

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

HEALTHCARE GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. HCGBJOC1

San Bernardino County, CA

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 **10th** day of **July**, **2023**

(Witness)

Nexville Construction, Inc.

(Principal) *(Seal)*

(Title) **President**

Developers Surety and Indemnity Company

(Surety) *(Seal)*



(Witness) **L. Gomez, Notary Public**

(Title) **Rebecca Haas-Bates, Attorney-in-Fact**

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

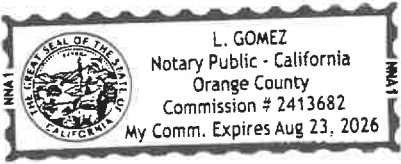
On 07/10/2023 before me, L. Gomez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 *L. Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 07/10/2023
Number of Pages: One (1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Developers Surety and Indemnity Company

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

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adiar, and Rebecca Haas-Bates, of Irvine, CA


as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 10, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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 this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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

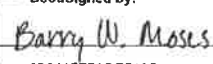
Signature: 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary POA No. N/A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Los Angeles

On JULY 11, 2023 before me, Jon David Walker, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared SEAN DOYOUNG CHIEW

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 _____

Jon David Walker
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BID DOCUMENTS Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ADDENDUM NO. 1
TO THE BID DOCUMENTS FOR THE
HEALTHCARE GENERAL BUILDING JOB ORDER CONTRACTS

The following changes and/or additions shall be made to the plans and/or specifications. All other requirements of the contract documents shall remain the same. The Bidder shall acknowledge receipt of the addendum by inserting its number and date in the Bid Proposal.

Additional Mandatory Pre-bid Meeting:

The Project and Facilities Management Department will be holding a second Mandatory Prebid Meeting for the Healthcare General Building, Healthcare General Engineering, and Healthcare Mechanical Job Order Contracts. The Mandatory Prebid Meeting will be held on June 14, 2023, at 10:00 a.m. via Zoom. Please pre-register via email to Michelle.Viebach@res.sbcounty.gov by June 12, 2023.

***Bidders who attended the first Mandatory Pre-bid Meeting on May 31, 2023, at 2:00 p.m. do not need to attend the second Mandatory Pre-bid Meeting.**

The second Mandatory Pre-bid Meeting can be accessed via Zoom:

Link: <https://sbcounty.zoom.us/j/82560674321?pwd=VkNGcFpOSXJLWEtUU255S1lvNDIpdz09>
Meeting ID: 825 6067 4321
Passcode: 615680
Phone: 1 669 900 6833

Change to the Question Deadline:

From: June 9, 2023, at 4:00 P.M.
To: June 21, 2023, at 4:00 P.M

Change to the Bid Opening Date:

From: June 28, 2023, at 1:00 P.M.
To: July 12, 2023, at 10:00 A.M.

Changes to Contact Information for Questions:

1. Change contact email on Advertisement to Bid No. 11 and Instruction to Bidders Section M, from Patricia.Banuelos@res.sbcounty.gov to Michelle.Viebach@res.sbcounty.gov.
2. Replace Advertisement and Instruction to Bidders with Revised Advertisement and Revised Instruction to Bidders reflecting the change to RFI contact email address.

Changes to Bid Documents:

Replace Advertisement, Instruction to Bidders, and Bid Proposal with Revised Advertisement, Revised Instruction to Bidders, and Revised Bid Proposal.



Don Day, Director
Project and Facilities Management Department

DD:mv

San Bernardino County
Project and Facilities Management Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

DATE: June 7, 2023