

BID PROPOSAL

PROJECT: 800MHz Upgrades – Cajon Pass Tower  
LOCATION: Oak Hills, CA  
OWNER: San Bernardino County  
BID OPENING: July 12, 2023 at 3:00 P.M.  
BIDDER: RE Chatte Construction Inc.

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

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is constructing a new 264 square foot structure, a monopole antenna, retaining wall, new diesel generator with level 2 enclosure and new electrical service in Oak Hills, 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 Project and Facilities Management Department – Project Management, at the following cost(s):

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

BASE BID

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

The LUMP SUM of One million, seventy six thousand three hundred fifty Dollars  
(\$ 1,076,350 )

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

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

#### BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, Bid Bond Enclosed Dollars (\$ \_\_\_\_\_), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

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

#### TIME OF COMPLETION

The undersigned agrees to complete the work within 365 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 law, if to do so seems to best serve the public interest.

#### VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

#### STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

#### INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

## BONDS

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

## FORMER COUNTY OFFICIALS

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

## INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

## VISITING THE SITES

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

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in

excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: RE Chatke Construction Inc.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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Global Tower Service	Tower Erection / Feb	Woodland WA	913882	10000
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Amber Steel	Rebar	Rialto CA	268566	1000000630
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Big Bear Electric	Electrical	Big Bear CA	972582	100000 2330
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Majestic Masonry	Cmu	Man Upland	458755	1000005527
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904539  
11472

ADDENDA

This bid includes Addendum No. 1 dated June 22nd, 2023

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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

AFFIDAVIT

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

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

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

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

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

Check One:  Sole Proprietor  
 Partnership  
 Corporation  
 Other

Name of Bidder: RE Chatke Construction Inc.

Address: 6001 Park Drive

Wrightwood, CA 92397

Phone: 760-249-8068

Email: estimating@rechatke.com

Contractor's License No.: 897948

Primary Class: A, B, C57

Expiration Date of Contractor's License 12/31/2024

Contractor's DIR Registration # 1000707243

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

Authorized Signature: [Signature]

Title: President

Print Name: Ronald E. Chatke Jr.

Date: 7/12/2023

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the President of REChattle 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 July 12, 2023 [date], at Wrightwood [city], California [state].

Signed: [Signature] Ronald E. Chattle, Jr.

Title: President



**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the Ethan Adams of Big Bear Electric 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 7/12/23 [date], at Big Bear City [city], CA [state].

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

Title: President

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the Estimator of Majestic Masonry 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 7/12/2023 [date], at 1501 W 9th st suite A Upland [city], CA 91786 [state].

Signed: *Gilbert DeLeon*

Title: Estimator

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the President of Global Tower Service, 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 July 12, 2023 [date], at Woodland [city], WA [state].

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

Title: President \_\_\_\_\_

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the President of H. Wayne Lewis, Inc dba, the party making the foregoing bid. Amber Steel Company

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 07-12-2023 [date], at Rialto [city], California [state].

Signed: 

Title: Kriss Lewis President

ADDENDUM NO. 1  
TO THE BID DOCUMENTS FOR THE  
800MHz UPGRADES CAJON PASS TOWER

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.

**Revise Bid Opening Date:**

Revise the Bid Opening date on the "Advertisement for Bids" on page 1, from Thursday, June 29, 2023, at 10:00 a.m. to **Wednesday, July 12, 2023, at 3:00 p.m.**

Revise the Bid Opening Date on the Bid Proposal on page one from Thursday, June 29, 2023, at 10:00 a.m. to **Wednesday, July 12, 2023, at 3:00 p.m.**

Revise the Bid Opening meeting link on the Instruction to Bidders, under section I, to:

Join Zoom Meeting

<https://sbcounty.zoom.us/j/84423023388?pwd=d0pacjhTTHpic2ZpRytvMkFrRzgvZz09>

Meeting ID: 844 2302 3388

Passcode: 438704

—  
One tap mobile

+16694449171,,84423023388# US

+16699006833,,84423023388# US (San Jose)

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Dial by your location

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 719 359 4580 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)

Meeting ID: 844 2302 3388

Find your local number: <https://sbcounty.zoom.us/j/kx01FHO4>

**Responses to Pre-Bid RFI Questions:**

- Q1. The meter, MTS, and ATS are all out in the open on a H-Frame. Do you want to leave that all out in the open for possible vandalism or maybe harden?
- A1. Bid per the contract documents.**
- Q2. How tall are the omni antennas?
- A2. Omni antennas are approximately 6'-6".**
- Q3. Can the antenna mounts be collar type compression mounts instead of welded mounts. The collar mounts are standard in the industry.
- A3. Bid per the contract documents, bid documents call for engineered welded mounts from the tower manufacturer.**
- Q4. Appendix F: Place anti perching material along the top of open horizontal surfaces at tower tops or protruding arms of other tall vertical structures.
- A4. The contractor is not responsible for procuring and installing the anti-perching material along the top of open horizontal surfaces at tower tops or protruding arms of other tall vertical structures.**
- Q5. Appendix F: Place anti-perching materials or devices along the top edge of flat rooftops or roof ridges of equipment buildings or other similar structures located within the communication site.
- A5. The contractor is to procure and install the anti-perching material along the top edge of the flat building roof as required by Appendix F.**

- Q6. Appendix F: Cover all microwave dishes with radome covers and place anti-perching materials or devices along the top quarter arch of the front edge of dishes capable of supporting a perching condor (approximately 20 pounds per bird)
- A6. The contractor is not responsible for procuring and installing the anti-perching material along the top quarter arch of the front edge of dishes.**
- Q7. Appendix F: Place anti-perching material or devices along the top surface of horizontal coverings or tracks holding wave guides capable of supporting a condor.
- A7. The contractor is not responsible for procuring and installing the anti-perching material along the top surface of horizontal coverings or tracks holding wave guides.**
- Q8. In appendix F page 42 it discusses permits required for certain tasks and construction. Who will be dealing with the Forest Service to obtain these?
- A8. San Bernardino County in conjunction with the winning Contractor will work with Forest Services to obtain a fire plan and burn/hot work permit drafted by and issued by the Forest Services.**
- Q9. Line A calls for a permit for welding. During the installation of the grounding we will have to do exothermic welding. As well as welding when installing the roof.
- A9. San Bernardino County in conjunction with the winning Contractor will work with Forest Services to obtain a fire plan and burn/hot work permit drafted by and issued from the Forest Services.**
- Q10. Line C calls for a permit for new construction. Have you applied for this?
- A10. San Bernardino County in conjunction with the winning Contractor will work with Forest Services to obtain a fire plan and burn/hot work permit drafted by and issued by the Forest Services.**
- Q11. In the fire plan it does not call for a water buffalo to be on site at all times. From previous sites on Forest Service land we have had to provide. Please confirm if required.
- A11. San Bernardino County in conjunction with the winning Contractor will work with Forest Services to obtain a fire plan and burn/hot work permit drafted by and issued by the Forest Services. The contractor will need to follow the requirements of the burn/hot work permit and fire plan requirements.**
- Q12. In the fire plan it does not call out for fire watch for a certain period of time once construction activities have ceased. Can you confirm that this will not be required?

- A12. San Bernardino County in conjunction with the winning Contractor will work with Forest Services to obtain a fire plan and burn/hot work permit drafted by and issued by Forest Services. The contractor will need to follow the requirements of the burn/hot work permit and fire plan requirements.**
- Q13. Are there any permits required from the County on this project? If so will there be a cost for these permits?
- A13. There will not be any permits as the County is self-permitting and self-inspecting. The contractor will work with Project Manager to obtain a fire plan and burn/hot permit with Forest Services.**
- Q14. Will the County of SB have a survey crew come out to stake the areas of construction?
- A14. San Bernardino County will not be staking the construction areas, that is part of the contractor's scope of work.**
- Q15. Will the County supply a deputy inspector to handle the rebar, concrete, break tests, and compaction inspections? Or do we supply that?
- A15. San Bernardino County will provide the Deputy Inspector, winning contractor will need to coordinate all inspection requests with the San Bernardino Inspector of Record.**
- Q16. For the resistance testing of the grounding system, if we are a C-10 contractor and have our own equipment can we do this test in house?
- A16. Per the bid drawings, the Electrical testing company shall be NETA accredited and shall be listed with the submission of bid documents. Also, as per the special conditions, the Contractor is required to provide a formal report from a resistance testing company that is NETA accredited.**
- Q17. It calls for us to revegetate cut and fill areas with native vegetation. Do we have an approved seed mix for this?
- A17. Winning Contractor is to propose and submit a seed mix for approval by US Forestry.**
- Q18. Do we have a polygon or Forest Service approved staging area for materials and a storage container?
- A18. The existing cleared area immediately adjacent and surrounding the existing facilities will be used to stage equipment on site to complete construction and installation of the tower. Upon completion, return parking and staging areas to original condition or better, as acceptable to the Forest Service authorized officer.**



- Q19. Is there any special class or training required by personnel on site concerning rare animals, rare plants, or weeds?
- A19. US Forestry provided the wildlife information sheet, which is attached to Addendum 1 documents.**
- Q20. "Regarding sheet detail 1/S-5.3 the detail depicts 2 dishes and 4 poles (for communications), however the monopole requirements only indicate design loading for these items. I cannot find where it says ""furnish and install the dishes and poles"". There is language about mounting brackets, but not the communications devices.
- A20. The dishes and Omni antennas are not in scope.**
- Q21. Tower manufacture used as basis of design?
- A21. The monopole basis of design is not specific to a particular manufacturer, as long as the specified design and performance requirements are met. For reference, Ehresmann Engineering, Inc. was the supplier of the monopole at Elephant Mountain.**
- Q22. Is the tower to be provide by bidder?
- A22. Bidders are to procure and install the 50-foot monopole.**
- Q23. Project Traffic control requirements.
- A23. Winning Contractor will need to coordinate all traffic control efforts with California Department of Transportation (CalTrans) requirements or with the agency having jurisdiction.**
- Q24. Was the quote obtained by SBC for the generator?
- A24. The generator was put on the order queue with Energy Systems to help mitigate the long lead times. Bidders would need to reach out to Paul Craft for a quote. Paul's contact info can be found below.**

Paul Craft  
pcrafts@energysystems.com  
Direct Line: (562) 639-3145  
Cell: (928) 242-2146

**End of Addendum No. 1**



Don Day, Director  
Project and Facilities Management Department,  
Project Management

DD:EG;SH

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/>

DATE: June 22, 2023

- Everest Reinsurance Company
- Everest National Insurance Company

Everest National Insurance Company  
 461 5<sup>th</sup> Avenue – 4<sup>th</sup> Floor  
 New York, N.Y. 10017

**KNOW ALL MEN BY THESE PRESENTS:** That we RE Chaffee Construction, Inc. (hereinafter called the Principal), and Everest Reinsurance Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto San Bernardino County (hereinafter called the Obligee) in the sum of ten percent of total bid amount Dollars (\$ 10%), lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.


**Whereas,** the Principal has submitted a bid for 800MHZ UPGRADES - CAJON PASS TOWER.

**Now, Therefore,** If the Obligee shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.


Signed, sealed and delivered this 22nd day of June, 2023.

  
 \_\_\_\_\_  
 (Witness)

RE Chaffee Construction, Inc.  
 \_\_\_\_\_  
 (Principal) (Seal)

  
 \_\_\_\_\_  
 By Ronald E. Chaffee Jr.

Everest Reinsurance Company  
 \_\_\_\_\_  
 (Surety) (Seal)

  
 \_\_\_\_\_  
 By Michael J. Mesenbrink, Attorney-in-Fact

  
 \_\_\_\_\_  
 (Witness)

**ACKNOWLEDGMENT OF SURETY**

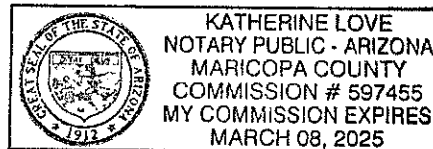
STATE OF ARIZONA )  
COUNTY OF MARICOPA )

On this 30th day of May, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Everest Reinsurance Company, the corporation described in and which executed the attached instrument; that he knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.



\_\_\_\_\_  
Katherine Love, Notary Public

My commission expires: March 8, 2025



(Notary Seal)

EVEREST

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

*Margie Wager, Michael J. Mesenbrink, Heather J. Perrin, Jeri Lynn Thompson,  
Maria R. Lucero, Katie Love*

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

*RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

*Nicole Chase*

Attest: Nicole Chase, Assistant Secretary

*Anthony Romano*

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 22nd day of June 2023.

## Bid Proposal Checklist

- All Addenda are acknowledged
- Bid Package signed by authorized party
- Signed Non-Collusion Declaration from Prime Contractor enclosed
- Original Bid Bond enclosed; or
- If submitting via ePro, original Bid Bond mailed to Project Management.  
**Note:** Bid Bond must be received by Project Management by time of bid opening.
- No modifications made to bid forms
- Envelope properly labeled
- Remember to **seal** the bid and deliver to:

Project and Facilities Management Department  
County Government Center  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, California 92415-0184

Please Note: This checklist is only provided to assist the bidders. It is the bidder's sole responsibility to ensure that they are complying with the requirements included in the Bid Package in their entirety, even if they are not identified on this checklist.

REV 5/21/21



## BID DOCUMENTS

for

PROJECT NO. 10.10.1011

800MHz UPGRADES – CAJON  
PASS TOWER

OAK HILLS, CALIFORNIA

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>

MAY 2023

Addendum No. 1

800MHz UPGRADES – CAJON PASS TOWER  
PROJECT NO 10.10.1011

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ADVERTISEMENT FOR BIDS

800MHz UPGRADES – CAJON PASS TOWER  
OAK HILLS, CALIFORNIA

Notice is hereby given that the Project and Facilities Management Department – Project Management on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 3:00 p.m. on July 12, 2023, in the office of the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, at which time they will be publicly opened and declared for the 800MHz Upgrades Cajon Pass Tower in Oak Hills, California.

Bids in response to this solicitation can be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> or in person at the Project and Facilities Management Department – Project Management. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.**

A mandatory Pre-bid Meeting for prospective bidders will be conducted on June 1, 2023 at 10:00 a.m. in the parking lot of the Chevron at 3260 Wagon Train Rd, Phelan, CA 92371. At 10:10 a.m. attendees of the bid walk will caravan in their own vehicles and follow the Project Manager to project site. Bids submitted by firms who have not participated in the Pre-bid Meeting will be disqualified.

State Contractor's Class B License is required. Construction estimate is \$869,000.

The Bid Documents, including final plans and specifications, are available at no cost to the bidder and may be obtained from the County's ePro Website at <https://epro.sbcounty.gov/epro/>.

No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.

Copies of the prevailing wage rates are on file at the Project and Facilities Management Department and shall be made available to any interested party on request. Copies are also included in the Bid Documents.

The County reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

For information regarding this project, contact Ernesto Gonzalez, Project Manager, at (909) 329-0165. DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions to be submitted to the Project Manager in writing via email at [ernesto.gonzalez@res.sbcounty.gov](mailto:ernesto.gonzalez@res.sbcounty.gov). The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than June 13, 2023 by 4:00 p.m.,. No questions will be answered within seventy-two (72) hours of the bid opening.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino, California, May 9, 2023.

Don Day, Director  
Project and Facilities Management Department

Published in the Daily Press on May 12, 2023

## INSTRUCTIONS TO BIDDERS

Proposals: To receive consideration, bids shall be submitted on the enclosed Bid Proposal form and shall be made in accordance with the following instructions:

- A. Bids shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.
- C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 are included in this Bid Package and must be complied with, as stated in Section 14 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department – Project Management and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- D. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
- E. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement For Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Bernardino County Electronic Procurement Network (ePro)

<https://epro.sbcounty.gov/epro/>. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** System-related questions about ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at 1-855-800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the Project and Facilities Management Department – Project Management in a mail envelope (i.e. Federal Express, etc.) please enclose the bid or bid bond inside the mail envelope in a separately sealed envelope bearing the title of the work, the name of the bidder, and marked “Bid Proposal or Bid Bond”. All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County’s mail room then distributed to the Project and Facilities Management Department – Project Management. This can cause a delay in the receipt of bids or bid bonds. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder’s responsibility to ensure bids and bid bonds are received at the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA, on or before the time set for opening of bids.**

- F. Concurrently with the submittal of its bid, bidders are required to furnish bid security in the amount of ten percent (10%) of the BASE BID. If the bid is submitted to the Project and Facilities Management Department – Project Management, the bid security shall be enclosed in the sealed and marked envelope along with the bid proposal. If the bid is submitted through San Bernardino County Electronic-Procurement network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled “Bid Bond” with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**
- G. Bids will be opened at the time set for the opening of bids in the published Advertisement For Bids or as revised in an Addendum. All bids submitted to the Project and Facilities Management Department – Project Management in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system’s “encrypted lock box” and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Project and Facilities Management Department – Project Management for all bidders to view.
- H. **DO NOT CONTACT THE DESIGN CONSULTANT.** All technical questions to be submitted to the Project Manager in writing via email at

ernesto.gonzalez@res.sbcounty.gov. The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than June 13, 2023 by 4:00 p.m.. No questions will be answered within seventy-two hours of the bid opening.

- I. Any Bidder submitting a Bid to the County for this Project may file a protest of the County's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:
  - i) The bid protest is in writing.
  - ii) The bid protest is submitted to and received by the Project and Facilities Management Department – Project Management, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA, 92415-0184 before 4:00p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
  - iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

- J. Withdrawal of Bids: Any bidder may withdraw his bid, personally, or by telegraphic or written request, at any time prior to the scheduled time for receipt of bids. If a bid is submitted through ePro, then the bid may also be withdrawn in ePro prior to the scheduled time for receipt of bids. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
- K. Opening of Bids: Due to the Covid-19 pandemic and to ensure compliance with social distancing requirements, bids will be conducted virtually via Zoom. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in

the Advertisement For Bids. The Call In Number, Access Code, and link information for this bid opening are below:

Join Zoom Meeting

<https://sbcounty.zoom.us/j/84423023388?pwd=d0pacjhTTHpic2ZpRytvMkFrRzg vZz09>

Meeting ID: 844 2302 3388

Passcode: 438704

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One tap mobile

+16694449171,,84423023388# US

+16699006833,,84423023388# US (San Jose)

Dial by your location

- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)

Meeting ID: 844 2302 3388

Find your local number: <https://sbcounty.zoom.us/j/84423023388>

- L. Pre-Bid Meetings: Pre-Bid Mandatory Job-Walk Meeting Sign-in Lists from all pre-bid meetings will be uploaded to the Project and Facilities Management Department's website within approximately three (3) business days from the date of the pre-bid meeting (<https://res.sbcounty.gov/project-management/mandatory-pre-bid-sign-in-sheet/>)
- M. Bid Results: The Bid Tabulation, outlining initial bid results will be uploaded to the Project and Facilities Management website within approximately three (3) business days from the date of the bid opening <https://pfm.sbcounty.gov>