

BID TABULATION



County of San Bernardino
REAL ESTATE SERVICES - PROJECT MANAGEMENT DIVISION
 385 N. Arrowhead Ave. • San Bernardino, CA 92415-0184
 (909) 387-5000 · www.sbcounty.gov/ae

Project Mgr: Cameron Chevront

Project No: 1V20

Construction Estimate: \$4,000,000.00

Project: **ISD Data Center Generator
 Replacement and Cooling System Upgrade**

Bid Date: April 26, 2018

Location: **670 E. Gilbert St., San Bernardino**

BIDDER	BOND	NCD	ADDENDU M - (2)	SIGNE D	BASE BID	SUB_TOTAL	TOTAL	NOTES
R.I.C. Construction Co., Inc. 10675 E Ave., #1 Hesperia, CA 92345	X	X	X	X	\$ 4,714,474.00	\$ 4,714,474.00	\$ 4,714,474.00	
Hamel Contracting, Inc. 26431 Jefferson Ave., Suite A Murrieta, CA 92562	X	X	X	X	\$ 5,146,008.00	\$ 5,146,008.00	\$ 5,146,008.00	
Angeles Contractor, Inc. 783 Phillips Drive City of Industry, CA 91748	X	X	X	X	\$ 5,243,000.00	\$ 5,243,000.00	\$ 5,243,000.00	
Plyco Corp. 10247 Bellegrave Ave., STE 102 Mira Loma, CA 91752	X	X	X	X	\$ 5,500,000.00	\$ 5,500,000.00	\$ 5,500,000.00	
Stronghold Engineering, Inc. 2000 Market Street Riverside, CA 92501	X	X	X	X	\$ 5,537,712.00	\$ 5,537,712.00	\$ 5,537,712.00	
Dalke & Sons Construction, Inc. 4585 Allstate Drive Riverside, CA 92501	X	X	X	X	\$ 5,757,007.00	\$ 5,757,007.00	\$ 5,757,007.00	

BID PROPOSAL

PROJECT: ISD DATA CENTER UPS UPGRADE PROJECT – PHASE III

LOCATION: 670 East Gilbert Street, San Bernardino, CA.

OWNER: COUNTY OF SAN BERNARDINO

BID OPENING: April 26, 2018 @ 2:00 P.M.

BIDDER: R.I.C. CONSTRUCTION CO., INC.

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

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is the installation of a redundant emergency generators and associated HVAC improvements for sufficient cooling for the data center.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

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

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 Four million seven hundred fourteen thousand Four Hundred seventy four Dollars

(\$ 4,714,474.00)

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, 10% Dollars (\$ _____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

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

TIME OF COMPLETION

The undersigned agrees to complete the work within **180 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 **\$2,000.00** per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

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/she is currently the holder of a State Contractor's Class B License. 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). The undersigned agrees that if he/she does not list a subcontractor(s) under the Designation of Subcontractors section of this Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the undersigned must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); Plumbing (C-36), Fire Protection (C-16), and Low Voltage (C-7).

INSURANCE

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

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the

contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

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

INACCURACIES OR MISREPRESENTATIONS

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

VISITING THE SITES

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

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor(s) 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. In order for the undersigned to perform the work in any of the following trades, the undersigned must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); Plumbing (C-36), Fire Protection (C-16), and Low Voltage (C-7).

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

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

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

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

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

CONTRACTOR NAME: R.I.C. Construction Co., Inc.,

<u>Subcontractor</u>	<u>Portion of Work</u>	<u>Location of</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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(Description of work to be performed) Business

Statewide Structures	Rough Carpentry	Apple Valley	992883	1000009235
Frank Smith Masonry	Masonry	Pomona CA	263226	1000004318
Bell Roof	Roofing	Colton	119946	1000001467
Challenger	Sheet Metal	Santee CA	525782	1000001937
Pacific Plumbing	Plumbing	Santa Ana CA	266807	1000009561
Black Diamond Contracting	Demolition		1009779	1000034992
Siemens	BMS Controls	Cypress CA	758796	1000002447
PSI	Access Flooring	Los Angeles	921993	1000002695
WR Robbins	HVAC	Oceanside CA	890971	1000004711
Davis Mechanical	Process Piping	Vista CA	584824	1000006274

ADDENDA

This bid includes Addendum No. 1 dated March 26, 2018
Addendum No. 2 dated April 23, 2018

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

(Description of work to be performed) Business

Power Testing Anaheim 861512 1000014341
Alpha mechanical HVAC San Diego 847444
100004947

ADDENDA

This bid includes Addendum No. #1 dated March 26, 2018
Addendum No. #2 dated April 23, 2018

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
(X) Corporation
() Other

Name of Bidder: R.I.C. Construction Co., Inc.

Address: 10675 E Ave. Ste #1

Hesperia, CA 92345 Phone: 760-244-7749

Email Address: ricgeneral@ricconstruction.com

Contractor's License No.: 747268 Primary Class: A / B / C-10 / C-21

Expiration Date of Contractor's License March 30, 2023

Contractor's DIR Registration # 1000010181

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

Authorized Signature:  Title: Vice President

Print Name: Donald Mangold Date: April 25, 2018

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of R.I.C. Construction Co., 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 April 25, 2018 [date], at Hesperia [city], California [state].

Signed: 

Title: Vice President

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: NOT APPLICABLE

CONTRACTOR:

(Name, legal status and address)

R.I.C. Construction Co., Inc.
10675 E Avenue
Hesperia, CA 92345

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

County of San Bernardino, Real Estate Services Department, Project Management Division
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415

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.

BOND AMOUNT: Not to exceed ten percent (10%) of the total bid amount -----

PROJECT:

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

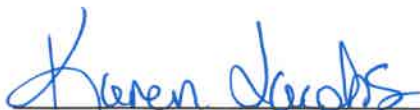
ISD Data Center UPS Upgrade Project - Phase III
670 E. Gilbert Street, San Bernardino, CA 92405

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 23rd day of April, 2018

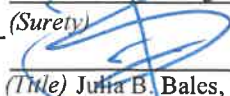

(Witness)

R.I.C. Construction Co., Inc.


(Principal) Vice President
(Title)


(Witness) Renae Balderas

Merchants Bonding Company (Mutual)


(Surety) (Seal)
(Title) Julia B. Bales, Attorney-In-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
 Julia Bo Bales; Kenneth A Coate

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

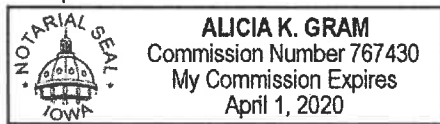


MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
 President

STATE OF IOWA
 COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of APR 23 2018.



William Warner Jr.
 Secretary

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 Riverside)
On APR 23 2018 before me, Stephanie D. Fisher, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Julia B. Bales
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 [Handwritten Signature]
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia B. Bales

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: no other signers

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

R. I. C. Construction Company, Inc.

Project: ISD Data Center Generator Replacement and Cooling System Upgrade (IV20)

Location: 670 E. Gilbert Street, San Bernardino CA 92415

SOW

Phase 1: Diesel Generator 2 Replacement

- 1 Generator, Switchgear and Cooling Units Submittal & Release for Manufacturing/Production.
- 2 Install Swbd "NSB", this includes the following,
Set on new concrete pad and complete anchoring and grounding.
Feeder O/H conduit and wires to location above the Service Swbd "MS". Pending connection to Swbd until shutdown agreement is authorized.
Feeder UG conduit and wires from Swbd "NSB" to ATS-1.
Feeder UG conduit and wires from Swbd "NSB" to ATS-2.
EMS conduit and wires from Power Meter at Swbd "NSB" and SPD to EMS Panel in basement. Conduit within basement by others.
- 3 Install Swbd "CBS", this includes the following,
Set on new concrete pad and complete anchoring and grounding.
Feeder O/H conduit and wires from Swbd "CBS" to (E) Pullbox and wires continue thru (E) UG conduit to the DG-2 in the Generator Room.
Feeder O/H conduit from Swbd "CBS" to (E) Pullbox for DG-1 wiring. Conductors will be pulled thru (E) UG conduits under phase 2.
Feeder UG conduit and wires from Swbd "CBS" to ATS-1.
Feeder UG conduit and wires from Swbd "CBS" to ATS-2.
EMS conduit and wires from SPD to EMS Panel in basement. Conduit within basement by others.
- 4 Install ATS-1, this includes the following,
Set on new concrete pad and complete anchoring and grounding.
For feeders refer to SOW for Swbd "NSB" and Swbd "CBS". (Line items 2 & 3)
Feeder conduit from ATS-1 to (E) Pullbox for DG-1 wiring.
Feeder conduit from ATS-1 to location above the Service Swbd "MS" for Normal Power, connect until authorized.
Conduit from ATS-1 to (E) Pullbox to pull future control wires under Phase 2.
EMS conduit and wires from ATS-1 to EMS Panel in basement. Conduit within basement by others.
- 5 Install ATS-2, this includes the following,
Set on new concrete pad and complete anchoring and grounding.
For feeders refer to SOW for Swbd "NSB" and Swbd "CBS". (Line items 2 & 3)
Feeder conduit and wires from ATS-2 to Swbd "ESB", this switchboard will be installed as part of Phase 1.
Conduit and wires from ATS-2 to (E) Pullbox and thru DG-2 for Control/Start circuits.
EMS conduit and wires from ATS-2 to EMS Panel in basement. Conduit within basement by others.

- 6 Install Swbd "ESB", this includes the following,
 - Set on new concrete pad and complete anchoring and grounding.
 - Feeder O/H conduit and wires from Swbd "ESB" thru (E) Pullbox to (E) Swbd "EDS" in ATS Room.
 - EMS conduit and wires from Power Meter at Swbd "ESB" and SPD to EMS Panel in basement. Conduit within basement by others.
- 7 Install EPO Control Panel, this includes the following,
 - Set in place and complete anchoring and grounding.
 - Reconnect existing EPO Station control wires to EPO Control Panel
- 8 Demo (E) Diesel Generator 2, this includes the following,
 - Demolition and disposal of Diesel Generator 2
 - Disconnect & make safe all electrical, mechanical and fuel lines.
 - Demolition and Disposal of Radiator and Exhaust Fan, this includes starters and disconnect switches, conduit and wires back to power source
 - Demo of (E) Generator Louvers
 - Demo Concrete Pad
 - Install (N) Concrete Pad
 - Install 40A/3 circuit breaker at Panel GEN and feeder to transformer TR-6, complete with secondary feeder, grounding and install Panel DG-2 and its branch circuits.
 - Install Temp Power and Lighting
 - Pull (E) Power Cables and Control wiring from (E) UG conduits and make them safe for new conductors.
- 9 Install Diesel Generator 2, this includes the following,
 - Set Generator on new concrete pad and complete anchoring and grounding.
 - Install Power and Control conduit and wires and connect to DG-2 and auxiliary equipment, re-use UG conduits as required.
 - Install Conduit and wires for Radiator, Load Banks, & Exhaust Fans
 - Install indoor and outdoor lighting circuits, lights and lgt. control devices at Gen. & Storage Room
 - Install receptacle branch circuits, receptacles, and extend circuit as required
 - Relocate two LV cameras at Gen. Room
 - Install/extend conduit and wires from Heat Sensors to DG-2 Control Panel
 - Install Battery Chargers and connect to power source with conduit and wires.
 - Install Battery rack and connect to load/charger.
 - Install two (N) EPO stations in storage room.
 - Provide Pullbox for DG-2.
 - Install Ground Bus Bar and grounding ckts
 - Install interwiring between Generator Control Panels
 - Verify and make sure there is power to the Fuel Tank Control Panel.
 - Install and Provide conduit and wires to Manual Starters for Supply and Return Fuel Pumps at DG-2.

Install conduit and/or extension and wires from DG-2 Control Panel to Annunciator Panel in Basement.

Provide Temp. Power to maintain data center loads operational at all times

Generator Start-up, Commissioning & Testing

Phase 2: Diesel Generator 1 Replacement

1 New DG-2 must be commissioned and operational at this time.

2 Demo (E) Diesel Generator 1, this includes the following,

Demolition and disposal of Diesel Generator 1

Disconnect & make safe all electrical, mechanical and fuel lines.

Demolition and Disposal of Radiator and Exhaust Fan, this includes starters and disconnect switches, conduit and wires back to power source

Demo of (E) Generator Louvers

Demo Concrete Pad

Install (N) Concrete Pad

Pull (E) Power Cables and Control wiring from (E) UG conduits and make them safe for new conductors.

3 Install Diesel Generator 1, this includes the following,

Set Generator on new concrete pad and complete anchoring and grounding.

Install Power and Control conduit and wires and connect to DG-1 and auxiliary equipment, re-use UG conduits as required.

Install Conduit and wires for Radiator, Load Banks, & Exhaust Fans

Install Battery Chargers and connect to power source with conduit and wires.

Install Battery rack and connect to load/charger.

Provide Pullbox for DG-1.

Install and Provide conduit and wires to Manual Starters for Supply and Return Fuel Pumps at DG-1.

Provide Temp. Power to maintain data center operational at all times

Conduit and/or extension and wires from DG-1 to

Install Conduit and Wires from (E) Pullbox to ATS-1 (ckts for Start/control).

Pull Power Cables from (E) Pullbox to Swbd "CBS"

Install conduit and/or extension and wires from DG-2 Control Panel to Annunciator Panel in Basement.

Provide Temp. Power to maintain data center loads operational at all times

Generator Start-up, Commissioning & Testing

Phase 3: Cooling System Upgrade

1 Segment C site (Service Yard) includes the following,

Install 100A/3P circuit breaker at (E) Panel "A" to feed (N) Panel "EP", Panel "A" in Basement Area.

Install feeder conduit and wires from (E) Panel "A" to (N) Panel "EP"; this includes WP Pullbox 18"x18"x6".

Install (N) Panel "EP", this includes anchoring and grounding.

Install (N) Mini-Power Center "MPC" (wall mtd), this includes anchoring and grounding.

Install feeder conduit and wires from (N) Panel "EP" to Mini-Power Center "MPC"

Install feeder conduit and wires for CU-L1, CU-L2, CU-L3, CU-L4 & CU-L5 and make connections at Panel "EP" and disc. switches.

Install Phtocell, Outdoor Lights, and WP GFCI Receptacles, this includes conduit and wires connected to "MPC".

Install Equipmnet Concrete Pads for CU-L1, CU-L2, CU-L3, CU-L4 & CU-L5.

2 Segment A First Floor, includes the following,

Conduit and wires from (E) Panel "EBA" to disconnect switches for CU-L6, CU-L7 & CU-L8.

LT Flex conduit from Disconnect switches to CU-L6, CU-L7 & CU-L8.

Conduit and wires from Panel "DG-2" to Two (N) WP GFCI Receptacles outlets

3 Remodel Basement Area includes the following,

Demo (E) Cooling Units, this will be coordinated one unit at the time.

Install (N) CRAC-L1,L2,L3,L4,L5,L6,L7 & L8.

Provide and replace circuit breakers and hardware at Distribution Panels "EDB" & "EBA" to feed new CRAC Cooling Units

Install conduits and/or extend existing conduit and pull new wires for CRAC-L1,L2,L3,L4,L5,L6,L7 & L8.

Start-up, Commissioning and Testing

PROPRIETARY AND CONFIDENTIAL

The information contained in this Phasing Plan is the sole property of R. I. C. Construction Company, Inc.

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QUOTE

Printed: 4/26/2018

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

Required Date:		Quote ID 00012320
Promise Date:		
Bid Number:	ANE218-ANE2C-2832	
Department:	CIP	

V E N D O R	Hamel Contracting, Inc 26359 Jefferson Ave Suite H Murrieta, CA 92562
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S H I P T O	County of San Bernardino Architecture & Engineering 385 N. Arrowhead Ave. San Bernardino, CA 92415-0184
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Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Solicitation for bid for the ISD Data Center UPS Upgrade Project0Phase III. State Contractor's Class B License is required to bid the project. Construction estimate is 4,000,000.	1.00	EA	\$ 5,146,008.00	\$ 0.00	\$ 5,146,008.00
					TOTAL:	\$ 5,146,008.00



BID BOND

CONTRACTOR:

(Name, legal status and address)
HAMEL CONTRACTING, INC.
26431 JEFFERSON AVENUE, SUITE A
MURRIETA, CA 92562

SURETY:

North American Specialty Insurance Company
475 N. Martingale Road, Suite 850
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)
COUNTY OF SAN BERNARDINO
385 NORTH ARROWHEAD AVENUE
SAN BERNARDINO, CA 92415

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

BOND AMOUNT: TEN PERCENT OF GREATER AMOUNT BID _____

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

PROJECT:

(Name, location or address, and Project number, if any)
ISD DATA CENTER UPS UPGRADE PROJECT PHASE

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 22ND day of MARCH, 2018.

(Witness)

HAMEL CONTRACTING, INC. _____
(Principal) _____ *(Seal)*

BY: _____
(Title) GRANT J. HAMEL, PRESIDENT

(Witness)

North American Specialty Insurance Company _____
(Surety) _____ *(Seal)*

BY: *Mark D. Iatarola* _____
(Title) MARK D. IATAROLA, ATTORNEY-IN-FACT

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 SAN DIEGO)

On 3/22/2018 before me, HELEN E. WHEALDON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
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 Helen E Whealdon
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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 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: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of MARCH, 2018

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On 03/23/2018 before me, Anna M. Velazquez Notary
Date *Insert Name and Title of the officer*

Public, personally appeared _____

Grant J. Hamel

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: 
Anna M. Velazquez, Notary Public



----- OPTIONAL -----

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

Description of Attached Document

Title or Type of Document: Bid Bond ISD Data Center Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: Grant J. Hamel

Corporate Officer – Title(s) President

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

BID PROPOSAL

PROJECT: ISD DATA CENTER UPS UPGRADE PROJECT – PHASE III
LOCATION: 670 East Gilbert Street, San Bernardino, CA.
OWNER: COUNTY OF SAN BERNARDINO
BID OPENING: April 26, 2018 @ 2:00 P.M.
BIDDER: Hamel Contracting, Inc.

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

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is the installation of a redundant emergency generators and associated HVAC improvements for sufficient cooling for the data center.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

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

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 FIVE MILLION, ONE HUNDRED FORTY-SIX THOUSAND AND EIGHT Dollars

(\$ 5,146,008)

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, 10% of Base Bid Dollars (\$ 10% of Base Bid), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

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

TIME OF COMPLETION

The undersigned agrees to complete the work within **180 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 **\$2,000.00** per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

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/she is currently the holder of a State Contractor's Class B License. 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). The undersigned agrees that if he/she does not list a subcontractor(s) under the Designation of Subcontractors section of this Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the undersigned must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); Plumbing (C-36), Fire Protection (C-16), and Low Voltage (C-7).

INSURANCE

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

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the

contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

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

INACCURACIES OR MISREPRESENTATIONS

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

VISITING THE SITES

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

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor(s) 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. In order for the undersigned to perform the work in any of the following trades, the undersigned must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); Plumbing (C-36), Fire Protection (C-16), and Low Voltage (C-7).

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

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

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

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

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

CONTRACTOR NAME: Hamel Contracting, Inc.

<u>Subcontractor</u>	<u>Portion of Work</u>	<u>Location of</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
----------------------	------------------------	--------------------	--------------------------	---------------------

(Description of work to be performed) Business

REMCO MACHINING & FABRICATION INC	STEEL	BLOOMINGTON, CA	792482	1000001645
DANIELS HEATING & AIR CONDITIONING INC	HVAC	SAN BERNARDINO, CA	610726	1000019282
J C FRAMING CONSTRUCTION INC	FRAMING	TEMECULA, CA	908338	1000011003
HAMEL CONCRETE INC	CONCRETE	MURRIETA, CA	1011533	1000035646
BELL ROOF CO	ROOFING	COLTON, CA	119946	1000001467
NORTHSTAR CONTRACTING GROUP INC.	DEMOLITION	HAYWARD, CA	518740	1000002307
STREAMLINE PAINTING INC	PAINTING	MORENO VALLEY, CA	799584	1000001540
NUWAY INC	MASONRY	RIVERSIDE, CA	665872	1000000598
VALLEY INDUSTRIAL MECHANICAL	PLUMBING	VICTORVILLE	722216	1000006176

ADDENDA

This bid includes Addendum No. 1 dated 3/26/18
Addendum No. 2 dated 4/23/18

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

(Description of work to be performed) Business

APPLE VALLEY COMMUNICATIONS INC	DATA, COMMUNICATIONS, FIRE ALARM	APPLE VALLEY, CA	542642	1000002294
CIRCLE CITY ELECTRIC INC	ELECTRICAL	RIVERSIDE, CA	582166	1000001615
ALTERNATIVE FIRE PROTECTION SERVICES	FIRE SPRINKLERS	LAKE ELSINORE, CA	941639	1000001806

ADDENDA

This bid includes Addendum No. 1 dated 3/26/18
Addendum No. 2 dated 4/23/18

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
(X) Corporation
() Other

Name of Bidder: Hamel Contracting, Inc.

Address: 26431 Jefferson Ave. Ste A Murrieta, CA 92562

Phone: 951-600-2783

Email Address: estimating@hamelinc.com

Contractor's License No.: 919635 Primary Class: A, B, C8

Expiration Date of Contractor's License 12/31/18

Contractor's DIR Registration # 1000001863

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

Authorized Signature:  Title: President

Print Name: Grant J. Hamel Date: 04/18/2018

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Hamel Contracting, 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 04/18/2018 [date], at Murrieta [city], California [state].

Signed:  _____

Title: Grant J. Hamel, President



BID BOND

CONTRACTOR:

(Name, legal status and address)
HAMEL CONTRACTING, INC.
26431 JEFFERSON AVENUE, SUITE A
MURRIETA, CA 92562

SURETY:

North American Specialty Insurance Company
475 N. Martingale Road, Suite 850
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)
COUNTY OF SAN BERNARDINO
385 NORTH ARROWHEAD AVENUE
SAN BERNARDINO, CA 92415

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

BOND AMOUNT: TEN PERCENT OF GREATER AMOUNT BID -----

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

PROJECT:

(Name, location or address, and Project number, if any)
ISD DATA CENTER UPS UPGRADE PROJECT PHASE

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 22ND day of MARCH, 2018.

(Witness)

HAMEL CONTRACTING, INC.

(Principal)

(Seal)

BY:

(Title) GRANT J. HAMEL, PRESIDENT

North American Specialty Insurance Company

(Surety)

(Seal)

BY:

(Title) MARK D. IATAROLA, ATTORNEY-IN-FACT

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 SAN DIEGO)

On 3/22/2018 before me, HELEN E. WHEALDON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
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 Helen E Whealdon
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

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: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, SANDRA FIGUEROA,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of MARCH, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On 03/23/2018 before me, Anna M. Velazquez Notary
Date *Insert Name and Title of the officer*

Public, personally appeared _____

Grant J. Hamel

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: [Handwritten Signature]
Anna M. Velazquez, Notary Public



----- **OPTIONAL** -----

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

Description of Attached Document

Title or Type of Document: Bid Bond ISD Data Center Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: Grant J. Hamel
 Corporate Officer – Title(s) President
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signers Name: _____
 Corporate Officer – Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____