

# BID TABULATION



County of San Bernardino  
 ARCHITECTURE AND ENGINEERING  
 385 N. Arrowhead Ave. • San Bernardino, CA 92415-0184  
 (909) 387-5000 · www.sbcounty.gov/ae

Project Mgr: Louis Tickemyer

Project No: 2Y30

Construction Estimate: \$2,667,880.00

Project: **Needles Fire Station**

Bid Date: September 17, 2015

Location: **1113 East Broadway Street, Needles**

Bid Time: 3:00pm

BIDDER	BOND	NCD	APPENDIX - (2)	SIGNED	BASE BID	SUB_TOTAL	TOTAL	NOTES
D. Webb Incorporated P.O. Box 1982 Yucca Valley, CA 92286	X	X	X	X	\$ 2,785,612.00	\$ 2,785,612.00	\$ 2,785,612.00	
R.I.C Construction Co., Inc. 10675 E Ave Hesperia, CA 92345	X	X	X	X	\$ 3,090,750.00	\$ 3,090,750.00	\$ 3,090,750.00	
Hal Hays Construction Inc. 4181 Latham St Riverside, CA 92501	X	X	X	X	\$ 3,199,999.99	\$ 3,199,999.99	\$ 3,199,999.99	
K.D. Stahl 13240 Evening Creek Dr. San Diego, CA 92128	X	X	X	X	\$ 3,232,356.00	\$ 3,232,356.00	\$ 3,232,356.00	
Malibu Pacific Tennis Courts, Inc. 4140 Lynn Dr. #106 Fort Mohave, AZ 86426	X	X	X	X	\$ 3,349,000.00	\$ 3,349,000.00	\$ 3,349,000.00	
Silverstrand Construction 11696 Sorrento Valley Rd San Diego, CA 92121	X	X	X	X	\$ 3,350,517.00	\$ 3,350,517.00	\$ 3,350,517.00	
Dalke & Sons Construction, Inc. 4585 Allstate Drive Riverside, CA 92501	X	X	X	X	\$ 3,378,000.00	\$ 3,378,000.00	\$ 3,378,000.00	
Soltek Construction, Inc. 2424 Congree Street San Diego, CA 92110	X	X	X	X	\$ 3,644,000.00	\$ 3,644,000.00	\$ 3,644,000.00	

BID RESULTS ARE TENTATIVE UNTIL ALL INFORMATION HAS BEEN VERIFIED. RESULTS WILL BE POSTED TO THE WEBSITE WITHIN ONE (1) BUSINESS DAY WWW.SBCOUNTY.GOV/AE

BID PROPOSAL

PROJECT: Needles Fire Station  
LOCATION: 1113 East Broadway Street, Needles, CA  
OWNER: County of San Bernardino  
MANDATORY  
JOB WALK: August 19, 2015 @ 11:00 a.m.  
BID OPENING: September 17, 2015 @ 3:00 p.m.  
BIDDER: D. Webb, Incorporated

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County of San Bernardino  
Architecture & Engineering Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is construction of a new 6300 sq. ft. fire station that includes an apparatus area, storage area, sleeping quarters, meeting area, kitchen, offices parking, above ground fuel storage tank, emergency generator, adjacent 576 sq. ft. storage building, and concrete block perimeter wall in Needles, California, and fully understands the scope and meaning of the Bid Documents.

**Contractor may disregard paragraph N in the Instructions to Bidders because there are no American Recovery and Reinvestment Act of 2009 funds used to fund this Project.**

**Contractor acknowledges that this project is funded with Community Development Block Grant (CDBG) funds and agrees to comply with all applicable requirements including the payments of the higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage.**

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 Architecture & Engineering Department, 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.

Two million - seven hundred - eighty - five thousand - six hundred - twelve  
The LUMP SUM of \_\_\_\_\_ Dollars

(\$ 2,785,612 )

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

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

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 (\$ 278,561.20 ), 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 Architecture & Engineering Department, 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: Architecture & Engineering Department, 385 North Arrowhead Avenue, 3<sup>rd</sup> Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within Three Hundred Sixty Five (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 \$1000.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

### REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

### VALIDITY OF BIDS

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

### STATE LICENSES

The undersigned hereby certifies that he/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); and Low Voltage Systems (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 Architecture and Engineering Department 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.

Sid's Carpet Barn Inc. – Flooring – 132 West 8<sup>th</sup> St. National City, CA - 443230 – 1000015548  
Abracadabra Electric – Electric – P.O. Box 578 Morongo Valley, CA – 557400 – 1000029458  
Phillips Excavating – Grading – 805 E Broadway Needles, CA – 473745 – 1000016026  
Air Exchange – Exhaust – P.O. Box 408 Fairfield, CA – 664135 – 1000011166  
Precision Garage Doors & Gates – Doors & Steel – 7348 Fox Tr. Yucca Valley – 876883 – 1000006887  
Aarup Plastering Inc. – Plaster - P.O. Box 1207 Yucca Valley, CA – 798433 – 1000029460  
Peterson Hydraulics – Fuel tank – 1653 W El Segundo Gardena, CA – 631515 – 1000004841  
Tim Henry Plumbing – Plumbing – 7131 Rubidoux Ave Yucca Valley, CA – 914828 – 1000029462  
Apple Valley Communications – Low Voltage – P.O. Box 554 Apple Valley, CA - 542642 – 1000002294  
Arc Mechanical – Fire Sprinklers – 58065 San Andreas Yucca Valley, CA – 963841 – 1000029461  
Lam-Tech – Cabinets – 45630 La Cruz Dr. Temecula, CA – 758849 – 1000003434  
Norman's Doors – Doors - 7164 Wamego Tr. Yucca Valley, CA – 954487 – 1000027764  
Comfort Control Systems – HVAC – P.O. Box 1165 Yucca Valley, CA – 414707 – 1000029455

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: D. Webb, Incorporated

Address: P.O. Box 1982

Yucca Valley CA 92286 Phone: 760 401-2034

Contractor's License No.: 794667 Primary Class: B

Expiration Date of Contractor's License 11/30/16

Contractor's DIR Registration # 1900015969

Social Security No. or Federal Employer ID No.: 75-2983069

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

Authorized Signature:  Title: President

Print Name: David Webb Date: 9/17/15

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the President of D. Webb, 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 9/17/15 [date], at Yuba Valley [city], CA [state].

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

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

President



AmTrust Surety  
An AmTrust Financial Company

Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company  
17771 Cowan Suite 100 • Irvine, California 92614 • (949) 263-3300  
www.AmTrustSurety.com

# BID BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS,

That we **D Webb Incorporated**

as Principal, and **Indemnity Company of California** a corporation

authorized to transact a general surety business in the State of **CA** as Surety, are held and firmly

bound unto **San Bernardino County**

(hereinafter called the Obligee)

in the full and just sum of **10% of amount bid**

Dollars, (\$ **10% of amount bid**) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

**New 6300 SF Fire Station-Needles CA**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and Sealed this 16th day of September, 2016 YEAR

D. Webb, Inc.  
[Signature]  
Principal

**Indemnity Company of California**  
Surety  
By: Doug Lindley  
[Signature]  
Attorney-in-Fact



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Ed Soo, Doug Lindley, Jody Fluke, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*  
Daniel Young, Vice-President

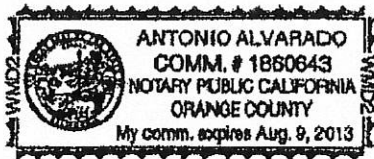
By: *Stephen T. Pate*  
Stephen T. Pate, Senior Vice-President



State of California  
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate  
Name(s) of Signer(s)



Place Notary Seal Above

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 *Antonio Alvarado*  
Antonio Alvarado, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this \_\_\_\_\_ day of \_\_\_\_\_

By: *Gregg Okura*  
Gregg Okura, Assistant Secretary

## 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 Placer

On 9/16/15 before me, Jennifer Diane Browning, Notary Public  
(insert name and title of the officer)

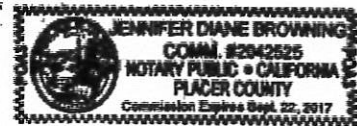
personally appeared Doug Lindley  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 JDB

(Seal)



BID PROPOSAL

PROJECT: Needles Fire Station  
LOCATION: 1113 East Broadway Street, Needles, CA  
OWNER: County of San Bernardino  
MANDATORY  
JOB WALK: August 19, 2015 @ 11:00 a.m.  
BID OPENING: September 17, 2015 @ 3:00 p.m.  
BIDDER: R.I.C. Construction Co. Inc.

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County of San Bernardino  
Architecture & Engineering Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)

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**Contractor may disregard paragraph N in the Instructions to Bidders because there are no American Recovery and Reinvestment Act of 2009 funds used to fund this Project.**

**Contractor acknowledges that this project is funded with Community Development Block Grant (CDBG) funds and agrees to comply with all applicable requirements including the payments of the higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage.**

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 Architecture & Engineering Department, 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 Three Million Ninety Thousand Dollars  
(\$ 3,090,750- ) seven hundred & fifty

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

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

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% bid bond 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 Architecture & Engineering Department, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

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TIME OF COMPLETION

The undersigned agrees to complete the work within Three Hundred Sixty Five (365) calendar days from the date stipulated in the Notice to Proceed.

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> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Contractor License No.</u>	<u>DIR Registration No.</u>
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<del>KJ PCI</del>	<del>Concrete</del>	<del>Lancaster</del>	<del>581338</del>	<del>1000002603</del>
<del>KJ Haxton</del>	<del>Masonry</del>	<del>Yuma, AZ</del>	<del>77133</del>	<del>1000002517</del>
	Statewide Struct	Carpentry Canyon LK.	992883	100009235
<del>KJ Spooners</del>	<del>Cabinets</del>	<del>Poway</del>	<del>672108</del>	<del>1000004810</del>
	Alcal	Insulation Riverside	815286	1000001639
	JJ Roofing	Roofing Riverside	409528	1000001581
	PDSI	Overhead Doors Riverside	73164	1000004685
	Tandem West	Glass n Glazing Indio	806198	100000411
	Onyx	Stucco El Cajon	957645	100000244
<del>KJ D</del>	<del>Tile</del>			

ADDENDA

This bid includes Addendum No. #1 dated 8/4/2015

Addendum No. #2 dated 9/14/2015

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

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DFS	Flooring	Ontario	999046	1000006695
Thomas Gilstrap	Drywall	Riverside	599696	1000007869
Streamline	Painting	Moreno Vly	799584	1000001540
Baseline	Fire Protection	Downey	99509	10000018109
Hitt Plumbing	Plumbing	Apple Valley	594808	1000002762
Mathews	HVAC	Corona	886116	1000006955
Air Exchange	Vehicle Exhaust	Ontario	664135	1000011166
<del>K Robinson</del>	<del>Electrical</del>	<del>Laughton</del>	<del>364715</del>	<del>1000027517</del>
Phillips	Earthwork	Needles	473745	1000016026
	<del>Site Utilities</del>			

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LamTech	Cabinets	Temerula	45630	10000343
Jeff McGowan	Concrete	LaQuinta	772649	1000027897
Jeff McGowan	Masonry	LaQuinta	772649	1000027897
J. Miller	Electrical	Hesperia	730588	100007878

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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

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

Expiration Date of Contractor's License March 31, 2016

Contractor's DIR Registration # 1000010181

Social Security No. or Federal Employer ID No.: 33-0787560

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

Authorized Signature:  Title: President

Print Name: Evelia Mangold Date: 9/15/2015



## NONCOLLUSION DECLARATION

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

The undersigned declares:

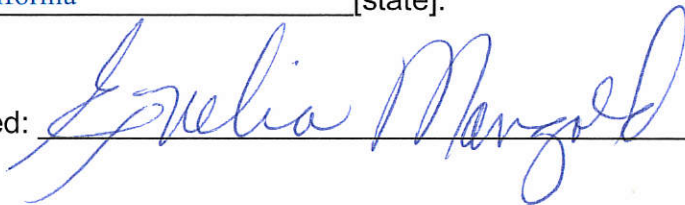
I am the President of R.I.C. Construction Co. Inc., the party making the foregoing bid.

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 September 15, 2015 [date], at Hesperia [city], California [state].

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



Title: President



# Merchants Bonding Company (Mutual)

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
(515) 243-8171 • (515) 243-0344 FAX

Bond No.: N/A

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we R.I.C. Construction Co., Inc.

as Principal, hereinafter called the Principal, and

Merchants Bonding Company (Mutual)

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto County of San Bernardino Architecture & Engineering Department

as Obligee, hereinafter called the Obligee, in the sum of not to exceed ten percent (10%) of the total bid amount Dollars ( ----- ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Needles Fire Station

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal 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 materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 8th day of September, 2015

PRINCIPAL:

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

Karen Jacobs  
Witness

Evelyn Mays

SURETY:

Merchants Bonding Company (Mutual)

Rena Brown  
Witness Rena Brown

Julia B. Gladding

Attorney-in-Fact

**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 B Gladding; Kenneth A Coate

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS**

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"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 15th day of August, 2015.



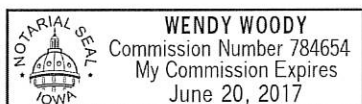
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the 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.



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

*Wendy Woody*  
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the 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 8th day of September, 2015.



*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 SEP 08 2015 before me, Stephanie D. Fisher, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Julia B. Gladding  
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. Gladding

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: \_\_\_\_\_