

## 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: James Neilson

Project No: 3X58

Construction Estimate: \$1,200,000.00

Project: **Juvenile Delinquency Courthouse Upgrade**

Bid Date: January 22, 2015

Location: **San Bernardino, CA**

Bid Time: 3:00 PM

BIDDER	BOND	NCD	ADDENDUM - (3)	SIGNED	BASE BID	SUB-TOTAL	TOTAL	NOTES
AMG 28296 Constellation Road Santa Clarita, CA 91355	X	X	X	X	\$ 1,221,000.00	\$ 1,221,000.00	\$ 1,221,000.00	
Dalke & Sons Construction, Inc. 4585 Allstate Drive Riverside, CA 92501	X	X	X	X	\$ 1,307,000.00	\$ 1,307,000.00	\$ 1,307,000.00	
Diamond Conctruction Inc. P.O. Box 6230 Moreno Valley, CA 92555	X	X	X	X	\$ 1,355,000.00	\$ 1,355,000.00	\$ 1,355,000.00	
4-Ace Construction Rancho Cucamonga	X	X	X	X	\$ 1,470,000.00	\$ 1,470,000.00	\$ 1,470,000.00	
KEMCORP Construction, Inc 2060 E. Locust St. Unit G Ontario, CA 91761	X	X	X	X	\$ 1,569,000.00	\$ 1,569,000.00	\$ 1,569,000.00	
Cornejo Construction P.O. Box 22302 Santa Barbara, CA 93121	X	X	X	X	\$ 1,577,000.00	\$ 1,577,000.00	\$ 1,577,000.00	
Future DB International Inc. 8707 Research Dr. Irvine, CA 92618	X	X	X	X	\$ 1,580,000.00	\$ 1,580,000.00	\$ 1,580,000.00	
					\$ -	\$ -	\$ -	

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: Juvenile Delinquency Court Upgrade  
LOCATION: 900 E. Gilbert Street  
OWNER: County of San Bernardino  
BID OPENING: January 7, 2015, 3:00 P.M.  
BIDDER: AMG & Associates 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)

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 remodel of the Juvenile Delinquency Court building and surrounding site located in San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

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

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.

The following Bid Items are listed in order of priority.

BASE BID

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

The LUMP SUM of One Million Two hundred Twenty one thousand Dollars  
(\$ 1,221,000 )

DEDUCTIVE ALTERNATE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for work zone 4 only as shown on Exhibit "1A".

The LUMP SUM of minus Eighty Eight thousand Dollars  
(\$ - 88,000 )

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 County shall determine the low bid pursuant to Public Contract Code Section 20103.8(a). The lowest bid shall be the lowest bid price on the Base Bid without consideration of the prices on the additive or deductive items.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a ~~certified check or~~ surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made payable to 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 **one hundred and sixty (160) 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 \$1,200.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

#### REJECTION OF BIDS

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

#### VALIDITY OF BIDS

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

#### STATE LICENSES

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

## INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the 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.

## 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 administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be

immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

### VISITING THE SITES

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

### DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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 San Bernardino County Architecture and Engineering 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: AMG & Associates 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>
ASI	Demolition	CORONA	936886
ZARATE CONSTRUCTION	Concrete	SANTA ANA	329583
ZARATE CONSTRUCTION	Masonry	SANTA ANA	329583
<del>ROYAL IRON WORK</del> <sup>sm</sup> WCI	Structural Steel	<del>PALMDALE</del> <sup>sm</sup> SPRING VALLEY	<del>646278</del> <sup>sm</sup> 574017
	Thermal Insulation		

ADDENDA

PAGE 1

This bid includes Addendum No. One dated December 29, 2014  
 Addendum No. Two dated January 7, 2015  
 Addendum No. Three dated January 16, 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

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: AMG & Associates 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>
ROOF IRON WORK	Metal Roof Panels	PALMDALE	696278

~~Sheet Metal Flashing and Trim~~

<del>IRON</del> DOOR SPECIALIST	Hollow Metal Doors and Frames and hardware	PICO RIVERA	768722
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~~Door Hardware~~

SLATER	Aluminium storefront <del>Glazing</del>	ARCADIA	893323
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ADDENDA

PAGE 2

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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CONTRACTOR NAME: AMG & Associates 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>
<del>GLYNN ENTERPRISES</del>	Drywall	<del>ANAHEIM</del>	<del>277165</del> <i>Sm</i>

<del>ADVANCE</del> <del>HAMILTON</del>	Acoustical Ceilings	<del>CORONA</del> <del>SAN BERNARDINO</del>	<del>775206</del> <del>787546</del> <i>Sm</i>
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CONTINENTAL FLOORING	Flooring	RANCHO CUCAMONGA	571581
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	Tiling		<i>Sm</i>
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PENNSYLVANIA COATINGS	Painting	TEMECULA	286689
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ADDENDA

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CONTRACTOR NAME: AMG & Associates 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>
SIGN OF SUCCESS	Signage	SANTA MONICA	781521

PENNER PARTITIONS	Toilet Compartments and toilet accessories	ANAHEIM	224223
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~~Toilet Accessories~~ *Sm*

~~Fire Protection Specialties~~ *Sm*

PIPE CONSTRUCTION	Plumbing	PERRIS	533268
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ADDENDA

PAGE 4

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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CONTRACTOR NAME: AMG & Associates 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>
AIR DESIGN SOLUTION	HVAC	HONTBELLO	953818
SHELBY ELECTRIC	Electrical	LAKE ELSINORE	340393
SHELBY ELECTRIC	Communications	LAKE ELSINORE	340393
SHELBY ELECTRIC	Fire Alarm	LAKE ELSINORE	340393
	Grading		

ADDENDA

PAGE 5

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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CONTRACTOR NAME: AMG & Associates 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>
	<del>Asphalt Paving</del> <i>gjm</i>		

ZARATE CONSTRUCTION	Pre Cast Unit Paving	SANTA ANA	923583
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	<del>Site Improvements</del> <i>gjm</i>		
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BELL ROOF CO	BITUMINOUS Roofing	SAN BERNARDINO	119346
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SPECIALTY Flooring	QUARTZ Flooring	RIVERSIDE	333651
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ADDENDA

PAGE 6

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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

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

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CONTRACTOR NAME: AMG & Associates 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>
SPACE SAVER	MOBILE STORAGE UNIT	SAN DIEGO	981328
<del>GYPSON SUBSTRIP</del>	<del>PLASTER</del>	<del>ANAHEIM</del>	<del>277165 Jim</del>
PLATINUM CONSTRUCTION	Drywall and Plaster	ANAHEIM	870864
RESOURCES	AS ABOVE AN ABATEMENT PRAYOUNT		864417

ADDENDA

PAGE 7

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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CONTRACTOR NAME: AMG & Associates Inc

<u>Subcontractor</u>	<u>Portion of Work</u>	<u>Location of Business</u>	<u>CA Contractor License No.</u>
	(Description of work to be performed)		

ADDENDA PAGE 8

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest

of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

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

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

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

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

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

Name of Bidder: AMG & Associates Inc

Address: 28296 Constellation Road

Santa Clarita, CA 91355 Phone: 661-251-7401

Contractor's License No.: 881824 Primary Class: A & B

Expiration Date of Contractor's License July 31, 2016

Social Security No. or Federal Employer ID No.: 20-2978930

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

Authorized Signature:  Title: President

Print Name: Albert M. Giacomazzi Date: December 24, 2014

**BID BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, AMG & Associates, Inc.,  
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto County Of San Bernardino, as  
Obligee, in the sum of Ten Percent of Bid  
Dollars ( 10% of Bid ) for the payment of which we bind ourselves, and our  
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a  
contract for Juvenile Delinquency Court Upgrade  
("Project").


NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,  
and Principal enters into a contract with Obligee in conformance with the terms of the  
bid and provides such bond or bonds as may be specified in the bidding or contract  
documents, then this obligation shall be void; otherwise Principal and Surety will pay to  
Obligee the difference between the amount of Principal's bid and the amount for which  
Obligee shall in good faith contract with another person or entity to perform the work  
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed  
the penal sum of this bond.

Signed this 23rd day of December, 2014.

AMG & Associates, Inc.  
(Principal)

By: 

Travelers Casualty and Surety Company of America

By:   
Megan B. Gaines, Attorney-in-Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California }  
County of Los Angeles }

On December 29, 2014 before me, David Silva, Notary Public  
Date Name and Title of the Officer

personally appeared Albert M. Giacomazzi  
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/it~~ 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.



Place Notary Seal Above

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: David Silva  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond - Juvenile Court Upgrade Document Date: Dec. 23, 2014

Number of Pages: Four Signer(s) Other Than Named Above: Megan B. Gaines

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Albert M. Giacomazzi
- Corporate Officer — Title(s): President
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: AMG & Associates, Inc

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Ventura }

On December 23, 2014 before me, Jodie Lee Doner, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Megan B. Gaines  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) 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 the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond

Document Date: January 7, 2014 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

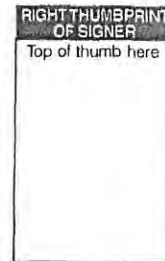
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Travelers Casualty and Surety  
Company of America

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227861

Certificate No. 006034587

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael Cresswell, Megan B. Gaines, Tim McClain, and Jodie Lee Doner

of the City of Westlake Village, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

## NONCOLLUSION DECLARATION

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

The undersigned declares:

I am the President of AMG & Associates 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 December 24, 2014 [date], at Santa Clarita [city], California [state].

Signed: 

Title: Albert M. Giacomazzi, President

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the President of AMG & Associates Inc, the party making the foregoing bid.

The a 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 December 24, 2014 [date], at Santa Clarita [city], California [state].

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

Title: Albert M. Giacomazzi, President \_\_\_\_\_

BID PROPOSAL

PROJECT: Juvenile Delinquency Court Upgrade

LOCATION: 900 E. Gilbert Street

OWNER: County of San Bernardino

BID OPENING: January <sup>22</sup>~~7~~, 2015, 3:00 P.M.

BIDDER: Dalke & Sons Construction, 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)

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 remodel of the Juvenile Delinquency Court building and surrounding site located in San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

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

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.

The following Bid Items are listed in order of priority.

BASE BID

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

The LUMP SUM of one million three hundred seven thousand Dollars  
(\$ 1,307,000.00 )

DEDUCTIVE ALTERNATE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for work zone 4 only as shown on Exhibit "1A".

The LUMP SUM of minus seventy five thousand Dollars  
(\$ -75,000.00 )

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 County shall determine the low bid pursuant to Public Contract Code Section 20103.8(a). The lowest bid shall be the lowest bid price on the Base Bid without consideration of the prices on the additive or deductive items.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

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, Surety Bond Dollars (\$ 10% ), 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 **one hundred and sixty (160) 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 \$1,200.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

#### REJECTION OF BIDS

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

#### VALIDITY OF BIDS

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

#### STATE LICENSES

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



## INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the 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.

## 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 administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be

immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

### VISITING THE SITES

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

### DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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 San Bernardino County Architecture and Engineering 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: Dalke & Sons Construction, 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>
<i>Mascoro</i>	<i>concrete</i>	<i>Thousand Palms</i>	<i>779774</i>
<i>mckernan</i>	<i>doors, frames &amp; hardware</i>	<i>Redlands</i>	<i>957421</i>
<i>west coast iron</i>	<i>structural steel</i>	<i>Spring Valley</i>	<i>574017</i>
<i>STS Drywall</i>	<i>Drywall</i>	<i>Beaumont</i>	<i>982674</i>
<i>signs of success</i>	<i>Signage</i>	<i>Santa Maria</i>	<i>781521</i>
<i>Janus Corp</i>	<i>Abatement</i>	<i>Norco</i>	<i>572682</i>
<i>Ameri climate</i>	<i>HVAC</i>	<i>Yucaipa</i>	<i>958444</i>
<i>Pipe Constructors</i>	<i>Plumbing</i>	<i>Perris</i>	<i>533268</i>
<i>Bell Roof Space Saver</i>	<i>Roofing mobile storage system</i>	<i>San Bernardino San Diego</i>	<i>119946 981328</i>

ADDENDA

This bid includes Addendum No. 1 dated 12/29/2014  
 Addendum No. 2 dated 01/07/2015  
 Addendum No. 3 dated 01/16/2015

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

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: Dalke & Sons Construction, 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>
Contract Administration	masonry	Riverside	758577
Commercial Flooring	Flooring	Pomona Cucamonga	571581 57214
Tandem West	Windows	Indio	806198
Con-sec	Security Cameras	Vista	763255
Dittman	Insulation	Orange	750723
DSP	Deno	Corona <del>Riverside</del>	936886
Specialty Flooring	Epoxy Flooring	Riverside	937651
Excel Acoustic	Acoustical Ceiling	Corona	724511
United Contractors	Sheet metal	San Bernardino	416125
Apex Plastering	Stucco	El Monte	231963

ADDENDA

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 Addendum No. 2 dated 01/07/2015  
 Addendum No. 3 dated 01/16/2015

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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: Dalke & Sons Construction, 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>
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Kyro Comm	Fire Alarm	Huntington Beach	612153
Benq Asphalt	Asphalt Paving	Santa Ana	608417
modern Painting	Painting	Joshua Tree	601906
Allstate Electric	Electrical	El Cajon	587200

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ADDENDA

This bid includes Addendum No. 1 dated 12/29/2014  
Addendum No. 2 dated 01/07/2015  
Addendum No. 3 dated 01/16/2015

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

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: Dalke & Sons Construction, Inc.

Address: 4585 Allstate Drive

Riverside, CA 92501 Phone: 951-274-9880

Contractor's License No.: 612500 Primary Class: B, C-10

Expiration Date of Contractor's License 2/28/2017

Social Security No. or Federal Employer ID No.: 330466455

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

Authorized Signature:  Title: Vice President

Print Name: Barry Dalke Date: 1/22/2015

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the Vice President of Dalke & Sons Construction, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid or of any other bid, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid. 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 January 21, 2015 [date], at Riverside [city], California [state].

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



Title: Barry Dalke, Vice President

**\*\*SEE ATTACHED CERTIFICATE\*\***

**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 January 21, 2015 before me, Natalie Flores, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Barry Travis Dalke  
*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: S.B. County Non Collusion Declaration Document Date: 1/21/2015  
Number of Pages: 1 Signer(s) Other Than Named Above: NO OTHER SIGNERS

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Barry Travis Dalke  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

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

Signer Is Representing: Dalke & Sons Construction, Inc. Signer Is Representing: \_\_\_\_\_



**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The a 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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

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

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Dalke & Sons Construction, Inc.

4585 Allstate Drive, Riverside, CA 92501

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200, Orange, CA 92868

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

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

385 North Arrowhead Ave., 3rd Floor, San Bernardino, CA 92415

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10% ),

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 Juvenile Delinquency Court Upgrade

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 23rd day of December, 2014

Dalke & Sons Construction, Inc.

(Principal)

(Seal)

(Witness)

By:

Barry Dalke, vice President

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)

By:

Phoebe C. Honeycutt  
Attorney-in-Fact Phoebe C Honeycutt

(Title)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of North Carolina

County of Durham



On December 23, 2014 before me, Heather Burroughs  
Date Name and Title of Notary

personally appeared Phoebe C Honeycutt  
Name and or Names 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 *Heather Burroughs*  
Notary Public Signature



Place Notary Public Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Guardian or Conservator  
 Attorney-in-Fact  
 Trustee  
 Other: \_\_\_\_\_  
 Signer is representing \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb

Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Guardian or Conservator  
 Attorney-in-Fact  
 Trustee  
 Other: \_\_\_\_\_  
 Signer is representing \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6463486

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bobbi D. Pendleton; Camille Smith; Christopher Lydick; Heather Burroughs; Kenneth J. Peebles; Kitara A. Smith; Neil Biller; Phoebe C. Honeycutt

all of the city of Durham, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2014.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 25th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of December, 20 14.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California )
County of Riverside )

I HEREBY CERTIFY that during a meeting of the Board of Directors of Dalke & Sons Construction, Inc. a corporation existing under the Laws of the State of California, held on June 23, 1994, the following resolution was duly passed and adopted:

“Resolved, that Barry Dalke, Troy Dalke, Todd Dalke, Calvin Dalke Jr. as Vice President of the corporation, be and is hereby authorized to execute all Bid and Contract documents for this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WHITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23rd , day of June, 1994.

Handwritten signature of Calvin R. Dalke
Calvin R. Dalke, President

Handwritten signature of Carol A. Dalke
Carol A. Dalke, Secretary

BID PROPOSAL

PROJECT: Juvenile Delinquency Court Upgrade

LOCATION: 900 E. Gilbert Street

OWNER: County of San Bernardino

BID OPENING: January 7, 2015, 3:00 P.M.

BIDDER: Abboud Diamond Construction 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)

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 remodel of the Juvenile Delinquency Court building and surrounding site located in San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

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

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.

The following Bid Items are listed in order of priority.

BASE BID

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

The LUMP SUM of One Million three hundred and fifty five thousand <sup>00/100</sup> Dollars  
(\$ 1,355,000.00 )

DEDUCTIVE ALTERNATE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications for work zone 4 only as shown on Exhibit "1A".

The LUMP SUM of Seventy five thousand Dollars  
(\$ 75,000.00 )

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 County shall determine the low bid pursuant to Public Contract Code Section 20103.8(a). The lowest bid shall be the lowest bid price on the Base Bid without consideration of the prices on the additive or deductive items.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

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, One hundred thirty five thousand five hundred Dollars (\$ 135,500.00 ), 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 **one hundred and sixty (160) 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 \$1,200.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

#### REJECTION OF BIDS

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

#### VALIDITY OF BIDS

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

#### STATE LICENSES

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



## INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the 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.

## 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 administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be

immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### VISITING THE SITES

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

#### DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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 San Bernardino County Architecture and Engineering 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: Abboud Diamond Construction 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>
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D.K.M. Electric Inc. Div. 260010 - 5265 State Street Montclair Ca 977594

T.N.C. Drywall Div. 092116 - 4161 N. 4th Ave. San Bernardino Ca 907050

O.J. Insulation Div. 072100 - 600 S. Vincent Ave. Azusa, Ca 888804

Hamilton Ceiling Systems Div. 095100 - 572 E. Caroline St San Bernardino 787546

VBI - Vorwaller & Brooks Inc. Doors, Frames & Hardware Thousand Palms Ca 832987

Lam-Tech Corp. Div 064100 & 123600 45630 La Cruz Dr. Temecula Ca 758849

Apple Valley Communications Div. 282910 21845 HWY 18 Apple Valley Ca 542642

CD Imaging & Signs Div. 101400 4080 Mission Blvd. Montclair Ca 767934

Penner Partitions Inc. Div 102113 & 102800 Anaheim Ca 924223

Apex Plastering Co. Div 072500 & 092400 El Monte Ca 231963

ADDENDA

Addendum No. 1 date : December 29, 2014  
 This bid includes Addendum No. 2 dated January 7, 2014 (2015)  
 Addendum No. 3 dated January 16, 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

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: Abboud Daimond Construction 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>Yamada Enterprises</u>	<u>Div. 105626</u>	<u>Huntington Beach Ca</u>	<u>582159</u>
<u>Continental Flooring Inc.</u>	<u>Div. 096500, 096513 &amp; 096813</u>	<u>Rancho Cucamonga Ca</u>	<u>571581</u>
<del><u>Westland Heating &amp; Air Conditioning Inc.</u></del>	<del><u>Div. HVAC 23000</u></del>	<del><u>Ontario Ca</u></del>	<del><u>349594</u></del>
<u>Holtz Construction</u>	<u>Div. 031000, 032000 &amp; 033000</u>	<u>Hesperia Ca</u>	<u>571968</u>
<u>Pipe Constructors, Inc.</u>	<u>Div. 22 and Related</u>	<u>Perris Ca</u>	<u>533268</u>
<u>Pennsylvania Coatings Inc.</u>	<u>Div. 099000</u>	<u>Murrieta Ca</u>	<u>898037</u>
<u>Air Design Solutions HVAC</u>	<u>Div. 23 and Related</u>	<u>Montebello Ca</u>	<u>953818</u>
<u>Bell Roof Co. Inc.</u>	<u>Div. 075100</u>	<u>San Bernardino Ca</u>	<u>119946</u>
<u>Specialty Flooring Inc.</u>	<u>Div. 096726</u>	<u>Riverside Ca</u>	<u>933651</u>
<u>Royal Iron Works Inc.</u>	<u>Div 5: Related</u>	<u>Palmdale</u>	<u>1696278</u>

**ADDENDA**

Addendum No. 1 dated 12/29/2014  
 This bid includes Addendum No. 2 dated 01/07/2014 (2015)  
 Addendum No. 3 dated 01/16/2015

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

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: Abboud Diamond Construction 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>
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J <sup>3</sup> J Environmental Construction Corp	Div. 2	Ontario Ca.	884290
Cardinal Street Metal	Div 7413 and Related	Riverside	720833

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ADDENDA

Addendum No. 1 Dated 12/29/2014

This bid includes Addendum No. 2 dated 01/07/2014 (2015)

Addendum No. 3 dated 01/16/2015

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

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:** Abboud Diamond Construction 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>

**ADDENDA**

This bid includes Addendum No. 1 dated: December 29, 2014  
 Addendum No. 2 dated January 7, 2014 (2015)  
 Addendum No. 3 dated January 16, 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

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: Abboud Diamond Construction Inc.

Address: P.O. Box 6230 Moreno Valley Ca 92554

Phone: (909) 370-3924

Contractor's License No.: 735707 Primary Class: B- General Building

Expiration Date of Contractor's License May 31, 2015

Social Security No. or Federal Employer ID No.: 33-0466491

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

Authorized Signature:  Title: President

Print Name: John Abboud Date: January 22, 2015

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the President of Abboud Diamond Const., the party making the foregoing bid. Inc.

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 January 22, 2015 [date], at Moreno Valley [city], California [state].

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



Title: President



# AMERICAN CONTRACTORS INDEMNITY COMPANY

BOND NO.: ABDIA-023

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ABBOUD DIAMOND CONSTRUCTION, INC., (hereinafter called the Principal), and AMERICAN CONTRACTORS INDEMNITY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of CALIFORNIA, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of CALIFORNIA, as Surety, are held and firmly bound unto COUNTY OF SAN BERNARDINO ARCHITECTURE & ENGINEERING DEPARTMENT(hereinafter called the obligee) in the sum equal to 10% of the accompanying bid of the Principal, not, however, in excess of TEN PERCENT OF THE TOTAL AMOUNT BID; BID BOND PENALTY NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00), for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid for JUVENILE DELINQUENCY COURT UPGRADE, JOB/BID NO. 3X58, in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 22<sup>ND</sup> day of JANUARY, 2015.

ABBOUD DIAMOND CONSTRUCTION, INC.

BY: \_\_\_\_\_

AMERICAN CONTRACTORS INDEMNITY COMPANY

BY: \_\_\_\_\_

RANDY SPOHN,  
Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Randy Spohn or Matthew R. Dobyms of Santa Ana, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*Three Million\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature] Daniel P. Aguilar, Vice President

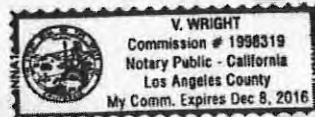
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(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 [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of January, 2015

Corporate Seals

Bond No. ABDIA-023 Agency No. 7721



[Signature] Jeannie Lee, Assistant Secretary

**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

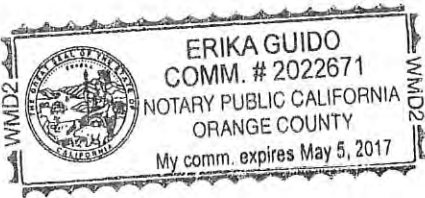
County of ORANGE

On January 22nd, 2015 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared RANDY SPOHN

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 of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
<b>SIGNER IS REPRESENTING:</b>	_____
<b>NAME OF PERSON(S) OR ENTITY(IES)</b>	_____
_____	
_____	