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: Scott Hughes

Project No: 5X06

Construction Estimate: $425,000.00

Project: WVDC Hot Water Storage Tank Replacement

Bid Date: January 8, 2015

Location: 9500 Etiwanda Ave, Rancho Cucamonga

Bid Time: 3:00 PM

BIDDER	BOND	NCD	ADDENDUM - (0)	SIGNED	BASE BID	SUB-TOTAL	TOTAL	NOTES
D. Burke Mechanical Corp. 1925 Tandem Way Norco, CA 92860	X	X		X	$ 479,500.00	$ 479,500.00	**$ 479,500.00**	
Inland Mechanical Construction, Inc. 571-C Crane Street Lake Elsinore, CA 92530	X	X		X	$ 518,000.00	$ 518,000.00	**$ 518,000.00**	
Los Angeles Air Conditioning, Inc. 1714 Lindbergh Court La Verna, CA 91750	X	X		X	$ 548,790.00	$ 548,790.00	**$ 548,790.00**	
HPS Mechanical, Inc. 3100 E. Belle Terrace Bakersfield, CA 93307	X	X		X	$ 586,605.00	$ 586,605.00	**$ 586,605.00**	
						$ -	**$ -**	
						$ -	**$ -**	
						$ -	**$ -**	
					$ -	$ -	**$ -**	

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

Project No. 5X06

BID PROPOSAL

PROJECT: WVDC – Hot Water Storage Tank Replacement

LOCATION: 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739

OWNER: County of San Bernardino

BID OPENING: January 8, 2015 @ 3:00 p.m.

BIDDER: D. Burke Mechanical Corporation

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

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is: Removing and replacing (two) 4500 gallon insulated Water-to-Water hot water storage tanks (Polyshield-Supertank #6800) and associated pumps, valves and piping in Rancho Cucamonga, California, and fully understands the scope and meaning of the Bid Documents.

Contractor may disregard paragraph K 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.

BASE BID

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

The LUMP SUM of Four Hundred Seventy Nine Thousand Five Hundred Dollars

($ 479,500.00)

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

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

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, Fourty Seven Thousand Nine Hundred and Fifty Dollars ($ 47,950.00), 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, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 120 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 $500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

REJECTION OF BIDS

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

VALIDITY OF BIDS

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

STATE LICENSES

The undersigned hereby certifies that he/she is currently the holder of State Contractor's Class B and C-4 Licenses. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s). The undersigned agrees that if he/she does not list a subcontractor(s) under the Designation of Subcontractors section of this Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the undersigned must possess the State specialty license for that trade: Electrical (C-10).

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(s) for any work to be performed under the Contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors. In order for the undersigned to perform the work in any of the following trades, the undersigned must possess the State specialty license for that trade: Electrical (C-10).

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:_____

Subcontractor	Portion of Work (Description of work to be performed)	Location of Business	CA Contractor License No.
P&E Insulation, Inc.	Insulation	5971 Lakeshore Dr. Cypress, CA	#763803
Chiller Services	Rigging/Demo	9620 Santa Fe Springs Rd. , Santa Fe Springs, CA	#753390

ADDENDA

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: D. Burke Mechanical Corporation

Address: 1925 Tandem Way Norco, CA 92860

Phone: (951) 279-7700

Contractor's License No.: 658944 Primary Class: B, C4, C20, C36

Expiration Date of Contractor's License 11/30/2016

Social Security No. or Federal Employer ID No.: 33-0498337

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

Authorized Signature: Title: President

Print Name: Daniel J. Burke Date: 01/05/2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Riverside }

On 1-6-2015 before me, J. Brenton, Notary,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel J. Burke
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.

Place Notary Seal Above

Signature: _____
Signature of Notary Public

J. BRENTON
COMM #2069763
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires June 26, 2018

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 PACKAGE Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

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

Signer Is Representing: _____

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NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of D. Burke Mechanical Corp., 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 January 05, 2015 [date], at Norco [city], California [state].

Signed: _____

Title: President

RECEIVED
DEC 29 2014
D. BURKE MECH

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **D. Burke Mechanical Corp.** as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto **County of San Bernardino** as obligee, hereinafter called the Obligee, in the sum of **Ten Percent of the Bid Amount ($ 10% of the Bid Amount)** 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 **Project No. 5X06, WVDC - Hot Water Storage Tank Replacement, Rancho Cucamonga, CA**

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project; and

PROVIDED, FURTHER, unless the bid documents require that bid security remain in effect for a longer period of time, Surety shall have no liability hereon if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, sealed and dated this **23th** day of **December, 2014**.

D. Burke Mechanical Corp
(Principal)

BY: _____
Daniel J. Burke, President

SureTec Insurance Company

BY: _____
D. J. Picard, Attorney-in-Fact

POA #: 510052

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Cheryl L. Thomas, D.J. Picard, Todd M. Rohm

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of December, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On December 23, 2014 (Date) before me, Susan E. Morales, Notary Public (Here Insert Name and Title of the Officer)

personally appeared D.J. Picard (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 Susan E. Morales
Signature of Notary Public

SUSAN E. MORALES
COMM. # 1930723
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 28, 2015

Place Notary Seal Above

OPTIONAL

Susan E. Morales, Notary Public

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: December 23, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: None

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

Signer's Name: D.J. Picard
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:
SureTec Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Riverside

On 1-6-2015 before me, J. Brenton, Notary,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel J. Burke
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.

J. BRENTON
COMM #2069763
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires June 26, 2016
MSC1

Place Notary Seal Above

Signature: _____
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 Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of RIVERSIDE

Subscribed and sworn to (or affirmed) before me on this 6th day of JANUARY, 20 15
Date *Month* *Year*

by

(1) DANIEL J. BURKE

(2)

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MSC1 J. BRENTON
COMM #2069763
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires June 26, 2018 MSC1

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: NON-COLLUSION AFFIDAVIT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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Project No. 5X06

BID PROPOSAL

PROJECT: WVDC – Hot Water Storage Tank Replacement

LOCATION: 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739

OWNER: County of San Bernardino

BID OPENING: January 8, 2015 @ 3:00 p.m.

BIDDER: Inland Mechanical Construction, Inc.

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

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is: Removing and replacing (two) 4500 gallon insulated Water-to-Water hot water storage tanks (Polyshield-Supertank #6800) and associated pumps, valves and piping in Rancho Cucamonga, California, and fully understands the scope and meaning of the Bid Documents.

Contractor may disregard paragraph K 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.

BASE BID

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

The LUMP SUM of Five hundred eighteen thousand --------- Dollars

($ 518,000.00)

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

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, 10% of bid amount Dollars ($ 10% of bid amount), 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, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 120 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 $500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

REJECTION OF BIDS

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

VALIDITY OF BIDS

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

STATE LICENSES

The undersigned hereby certifies that he/she is currently the holder of State Contractor's Class B and C-4 Licenses. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s). The undersigned agrees that if he/she does not list a subcontractor(s) under the Designation of Subcontractors section of this Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the undersigned must possess the State specialty license for that trade: Electrical (C-10).

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(s) for any work to be performed under the Contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors. In order for the undersigned to perform the work in any of the following trades, the undersigned must possess the State specialty license for that trade: Electrical (C-10).

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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: _____

Subcontractor	Portion of Work (Description of work to be performed)	Location of Business	CA Contractor License No.
Inland Pacific Electrical Contractors	Electrical	Rancho Cucamonga, CA	830315
Karcher Insulation	Insulation	Anaheim, CA	309141

Chiller Services Rigging Santa Fe Springs, CA 753390

ADDENDA

This bid includes Addendum No. N/A dated _____

Addendum No. N/A 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: Inland Mechanical Construction, Inc.

Address: 571-C Crane Street Lake Elsinore, CA 92530

Phone: 951/471-2674

Contractor's License No.: 198273 Primary Class: A,B,C-4,C-16,C-20,C-36

Expiration Date of Contractor's License 9/30/2016

Social Security No. or Federal Employer ID No.: 95-2137908

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

Authorized Signature: Title: Vice-President

Print Name: John W. Basse Date: 1/8/2015

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice-President of Inland Mechanical Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/8/2015 [date], at Lake Elsinore [city], California [state].

Signed: Jew Bum

Title: Vice-President

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Inland Mechanical Construction, Inc.

as Principal, (hereinafter called the "Principal"), and

Great American Insurance Company, a corporation duly organized under the laws of the State of Ohio, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

as Obligee, (hereinafter called the "Obligee"), in the sum of Ten percent of the 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

West Valley Detention Center-Hot Water Storage Tank replacement

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 material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into 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 A.D., 2014

Inland Mechanical Construction, Inc.
Principal

Witness

(SEAL)

Great American Insurance Company
Surety

By (SEAL)

Witness

Richard C. Lloyd, *Attorney-in-Fact*

Printed in cooperation with the American Institute of Architects (AIA) by

vouches that the language in the document conforms exactly to the language used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

State of California)

County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 12/23/14 before me, Susan A. Lloyd, a Notary Public,
(here insert name and title of the officer)

personally appeared Richard C. Lloyd,

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 Susan A Lloyd

SUSAN A. LLOYD
COMM. # 1998850
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
COMM. EXPIRES DEC. 16, 2016
(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of bid bond,

containing 1 pages, and dated 12/23/14.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☒ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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S1029AB (2/11)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than ONE

No. 013872

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RICHARD C. LLOYD	NEWPORT BEACH, CALIFORNIA	$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of, APRIL, 2011.

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26th day of APRIL, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of December 2014.

Assistant Secretary

S1029Y (10/08)

BID PROPOSAL CHECKLIST
FOR

PROJECT NAME: WVDC – Hot Water Storage Tank Replacement

PROJECT NO.: 5X06

- [x] ALL ADDENDA ARE ACKNOWLEDGED None.
- [x] BID SIGNED BY AUTHORIZED PARTY
- [x] BID BOND ENCLOSED
- [x] NO MODIFICATIONS MADE TO BID FORM
- [x] ENVELOPE PROPERLY LABELED
- [x] NON-COLLUSION DECLARATION FROM PRIME CONTRACTOR
- [ ] REMEMBER TO **SEAL** THE BID AND DELIVER TO:

ARCHITECTURE & ENGINEERING DEPARTMENT
COUNTY GOVERNMENT CENTER
385 NORTH ARROWHEAD AVENUE, THIRD FLOOR
SAN BERNARDINO, CALIFORNIA 92415-0184

Project No. 5X06

BID PROPOSAL

PROJECT: WVDC – Hot Water Storage Tank Replacement

LOCATION: 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739

OWNER: County of San Bernardino

BID OPENING: January 8, 2015 @ 3:00 p.m.

BIDDER: Los Angeles Air Conditioning, Inc.

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

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is: Removing and replacing (two) 4500 gallon insulated Water-to-Water hot water storage tanks (Polyshield-Supertank #6800) and associated pumps, valves and piping in Rancho Cucamonga, California, and fully understands the scope and meaning of the Bid Documents.

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

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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.

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

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($ 548,790.00)

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.

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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: _____

Subcontractor	Portion of Work (Description of work to be performed)	Location of Business	CA Contractor License No.
P&E Insulation	Insulation	Cypress	763803
JCI	Controls	Cypress	22445

Demo & Rigging	Innovative Crane & Rigging Inc	Ontario	810868
Water Balance	L. A. Air Balance	Upland	625772
Electrical	Rymox Electric	Upland	621770

ADDENDA

This bid includes Addendum No. Ø 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: Los Angeles Air Conditioning, Inc

Address: 1714 Lindbergh Court

La Verne, CA 91750 Phone: 909-596-7077

Contractor's License No.: 208872 Primary Class: C-20, C-4, B

Expiration Date of Contractor's License 12/31/2015

Social Security No. or Federal Employer ID No.: 95-2214658

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

Authorized Signature: [signature] Title: President

Print Name: Kent D. Cooper Date: 12/30/14

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Los Angeles Air Conditioning, 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 Dec. 30, 14 [date], at La Verne [city], CA [state].

Signed: _____

Title: Kent D. Cooper - President

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Los Angeles Air Conditioning, Inc.

as Principal, hereinafter called the Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held and firmly bound unto County of San Bernardino

as Obligee, hereinafter called the Obligee, in the sum of

10% of amount bid Dollars ($**********),

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

WHEREAS, the Principal has submitted a bid for West Valley Detention Center SBC Hot Water Storage Tank

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 material 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 29th day of December, 2014.

Los Angeles Air Conditioning, Inc.
(Principal) (Seal)

(Witness)

By: Kent D. Cooper -President
(Title)

Western Surety Company
(Surety) (Seal)

(Witness)

By: Courtney Kinney
(Title)
Courtney Kinney, Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

G-108041-A

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Courtney Kinney, Hui Lin, Michael Dennis, Individually

of Pasadena, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of July, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of July, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of December, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Form F7310

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.

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On before me, Hiu Fung Chan Notary Public,
(here insert name and title of the officer)

personally appeared Courtney Kinney

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.

HIU FUNG CHAN
Commission # 2040253
Notary Public - California
Los Angeles County
My Comm. Expires Oct 2, 2017

Signature: _____ (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Number of Pages: _____

Document Date: _____

Other: _____

United States Apostille Service, authentication, legalization. Sacramento Notary www.CaliforniaApostille.US Tel 1-707-992-5551