



BID #: F08-14
BID NAME: GROUP 10 MODERNIZATION PROJECT AT COLE, CYPRESS, AND HIGHLAND-PACIFIC ELEMENTARY SCHOOLS
DATE / TIME: 06/17/2010 – 2:00 P.M.
LOCATION: BOARD OF EDUCATION COMMUNITY ROOM, 777 NORTH F ST, SAN BERNARDINO

BID TABULATION LIST AND NAMES OF THE 3 APPARENT LOW BIDDERS WITH THEIR SUBCONTRACTORS LIST ARE AVAILABLE AT:
www.sbcusdfacilities.com/procurement/bids.cfm

Disclaimer: The Contractors' prices and subcontractors list compiled herein are derived from Contractors' bid packages. Every attempt has been made to give the current information as reviewed by the District; however, the information may change for whatever reasons, including but not limited to further review of Contractors' bid packages, and valid protests. The District will not be held responsible for out-dated information.

BID TABULATION				
FIRM	CITY	STATE	BASE BID \$	
BID PACKAGE 04 – PLUMBING AND HVAC				
1	Redland Plumbing Heating	Redlands	California	\$581,684.00
2	ABCO Services, Inc.	Redlands	California	\$548,842.00
3	Pro Craft Plumbing	Redlands	California	\$613,000.00
4	Fischer, Inc.	San Bernardino	California	\$547,150.00
5	Kincaid Industries, Inc.	Thousand Palms	California	\$632,200.00
6	Oakview Construction	Calimesa	California	\$698,000.00
7	CWS Systems, Inc.	Pasadena	California	\$476,200.00
8	Vern's Plumbing, Inc.	Buena Park	California	\$895,000.00 \$946,200.00
9	Alpha Mechanical and Heating	San Diego	California	\$782,400.00
10	Riverside Construction	Riverside	California	\$785,000.00
11	Plyco Corp.	Mira Loma	California	\$561,200.00
12	Arrowhead Mechancal	San Bernardino	California	\$744,000.00

BID FORM

TO: San Bernardino City Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: CWS Systems Inc.
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

**Group 10 - Modernization Project (Bid #F08-14)
Cole, Cypress, and Highland-Pacific Elementary Schools**

Bid Package scope category number indicated below for the construction of the project known as **Group 10 - Modernization Project (Bid #F08-14)** in DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Business Office of said DISTRICT for amounts set forth herein.

Package Description:

- No:**
- 01 - HAZMAT ABATEMENT AND INTERIOR DEMOLITION
 - 02 - SITEWORK, RAILINGS, AND FENCING
 - 03 - GENERAL CONSTRUCTION
 - 04 - PLUMBING AND HVAC
 - 05 - ELECTRICAL

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

ADDENDUM NO. <u>1</u>	DATE RECEIVED	<u>May 10th 2010</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>May 28 2010</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>June 10, 2010</u>
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

3. ALLOWANCES:

Included in the Total Base Bid for each Bid Package are the Allowances identified bellow. Items covered by Allowances shall be provided for such amounts and by such persons or firms as the District may direct.

BID PACKAGE 01 ALLOWANCES

- A1 Unforeseen Abatement / Demolition** \$25,000
Additional effort, over and above contract work, for unforeseen abatement or demolition work.
- A2 Unforeseen Conditions at Cole ES** \$9,800
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.
- A3 Unforeseen Conditions at Cypress ES** \$6,300
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
- A4 Unforeseen Conditions at Highland-Pacific ES** \$6,700
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 02 ALLOWANCES

- A5 Unforeseen Site Conditions**
\$25,000
Additional effort, over and above contract work, due to existing soil conditions or obstructions encountered during trenching which are not readily discernable prior to excavation.
- A6 Unforeseen Access Compliance Repairs** \$20,000
Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
- A7 Supplemental Restoration of Contractor Lay Down Areas** \$20,000
Additional work associated with bringing extra lawn area at designated Contractor staging area and lay down area back to current conditions upon completion of trailer demobilization. This work is supplemental to the work already identified within the contract documents and the Summary of Work section 01010.
- A8 Unforeseen Conditions at Cole ES** \$17,000
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.

- A9 Unforeseen Conditions at Cypress ES** **\$16,900**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
- A10 Unforeseen Conditions at Highland-Pacific ES** **\$12,000**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 03 ALLOWANCES

- A11 Unforeseen Structural Repairs** **\$100,000**
Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair, i.e. termite damage, dry rot, damaged bracing and repairs necessitated as a result of the certification investigation process or other. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
- A12 Unforeseen Access Compliance Repairs** **\$10,000**
Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
- A13 Additional Moving** **\$70,000**
Additional work associated with the relocation of classrooms during the course of the project. This work is supplemental to the work already identified within the contract documents and the Summary of Work section 01010.
- A14 Unforeseen Conditions at Cole ES** **\$48,400**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.
- A15 Unforeseen Conditions at Cypress ES** **\$28,600**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
- A16 Unforeseen Conditions at Highland-Pacific ES** **\$38,500**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 04 ALLOWANCES

- A17 Additional Mechanical** **\$30,000**
Additional Mechanical (Plumbing or HVAC) work to be used at the District's discretion.
- A18 Unforeseen Conditions at Cole ES** **\$9,400**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.

4. BASE BIDS AND ALTERNATES:

4.1 BASE BIDS:

Complete only items that apply to the Bid Package you are turning a bid in for.

BID PACKAGE 01 – HAZMAT ABATEMENT AND INTERIOR DEMOLITION	
BP01 BASE BID (WORDS):	_____
BP01 BASE BID (NUMBERS):	\$ _____
BP01 ALLOWANCES: (WORDS):	Forty Seven Thousand Eight Hundred Dollars
BP01 ALLOWANCES (NUMBERS):	\$47,800
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 01: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 01: (NUMBERS)	\$ _____

BID PACKAGE 02 – SITEWORK, RAILINGS, AND FENCING	
BP02 BASE BID (WORDS):	_____
BP02 BASE BID (NUMBERS):	\$ _____
BP02 ALLOWANCES: (WORDS):	One Hundred Ten Thousand Nine Hundred Dollars
BP02 ALLOWANCES (NUMBERS):	\$110,900
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 02: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 02: (NUMBERS)	\$ _____

BID PACKAGE 03 – GENERAL CONSTRUCTION

BP03 BASE BID

(WORDS):

BP03 BASE BID

(NUMBERS):

\$

BP03 ALLOWANCES:

(WORDS):

BP03 ALLOWANCES

(NUMBERS):

Two Hundred Ninety Five Thousand Five Hundred Dollars

\$295,500

TOTAL BASE BID &
ALLOWANCES for BID

PACKAGE 03:

(WORDS)

TOTAL BASE BID &
ALLOWANCES for BID

PACKAGE 03:

(NUMBERS)

\$

BID PACKAGE 04 – PLUMBING AND HVAC

BP04 BASE BID

(WORDS):

BP04 BASE BID

(NUMBERS):

Four hundred twenty five thousand

\$ 425,000.

BP04 ALLOWANCES:

(WORDS):

BP04 ALLOWANCES

(NUMBERS):

Fifty One Thousand Two Hundred Dollars

\$51,200

TOTAL BASE BID &
ALLOWANCES for BID
PACKAGE 04:

(WORDS)

TOTAL BASE BID &
ALLOWANCES for BID

PACKAGE 04:

(NUMBERS)

Four hundred Seventy six
thousand two hundred

\$ 476,200.

BID PACKAGE 05 – ELECTRICAL	
BP05 BASE BID (WORDS):	_____
BP05 BASE BID (NUMBERS):	\$ _____
BP05 ALLOWANCES (WORDS):	<u>One Hundred Forty Nine Thousand Six Hundred Dollars</u>
BP05 ALLOWANCES (NUMBERS):	<u>\$149,600</u>
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 05: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 05: (NUMBERS)	\$ _____

Each individual bid term shall be determined from visiting the work site, reviewing the plans and specification and all other portions of the Project documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of the Project documents, whether or not expressly listed or designated.

4.2 ALTERNATES:
 There are no Bid Alternates for this project.

- 5. TIME FOR COMPLETION: The aggregate sum total work of all individual prime contractors to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **Four Hundred Four (404)** consecutive calendar days. Bidder acknowledges liability for liquidated damages in the amount as stipulated in the Agreement, and not as a penalty, for each calendar day of delay for which CONTRACTOR has contributed to or caused until the complete project is completed and accepted.
- 6. DISTRICT'S RIGHT TO REJECT: It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **one hundred twenty (120)** days.
- 7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.

3. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$50,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
3. NON-COLLUSION AFFIDAVIT: The required notarized Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Disabled Veteran Business Enterprise (DVBE) certification forms are attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Certification Criminal Background check will be submitted prior to CONTRACTOR commencing work on the Project and in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of the Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within five (5) calendar days after receipt of notification of the award. Bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the DISTRICT's "Notice to Proceed", and shall be completed by the bidder at the time specified in the contract documents.

14. **PROPER ADDRESS:** Notice of Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

CWS Systems Inc.
3814 E. Colorado Blvd Ste 102
Pasadena CA 91107

15. **NAME(S) OF PRINCIPALS:** The names of all persons interested in the foregoing proposal as principals are as follows:

Abed El-Abour
Farug Schwai

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

16. The undersigned bidder declares that the bidder is licensed in accordance with the act providing for registration of contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	<u>846110</u>	<u>A, B, C 39</u>	<u>09/2010</u>
2.	<u> </u>	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the above-mentioned license(s) entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

17. FORFEITURE OF SECURITY: In the event the bidder to whom the Notice of Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within **five (5)** calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
8. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time and purchasing body tenders final payment to the bidder.
9. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
1. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.
- . LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **Four Hundred Four (404)** consecutive calendar days from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **one thousand dollars (\$1,000.00)**.

Contractor is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the **Four Hundred Four (404)** calendar day project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

CHANGE ORDER REQUESTS: It is understood and agreed that all change order requests must be submitted in the form set forth in the Project documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the General Conditions will not be allowed.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CWS Systems Inc.

Name of Corporation, Joint Venture, Partnership or Sole Proprietorship

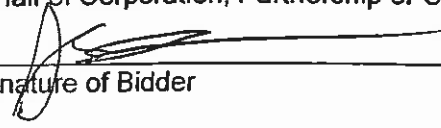
3814 E. Colorado Blvd ste 102 Pasadena CA 91107

Address

Telephone: (626) 792-1155

Abed El-Abour.

Proper Name of Bidder Empowered to Sign on
Behalf of Corporation, Partnership or Sole Proprietor


Signature of Bidder

Signature of Bidder (If more than one is required)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above. If the bidder is a Joint Venture all individuals empowered by the Joint Venture Agreement must sign.

ATTACHMENTS TO BE RETURNED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids For Submittal Deadline:

1. Section 00110, Noncollusion Affidavit
2. Section 00120, Site Visit Certification
3. Section 00130, Certification of Compliance with DVBE Policy
4. Section 00140, Proposed Subcontractors
5. Section 00150, Bid Bond
6. Section 00160, Bidder References and Responsibility Information

To be Returned With Executed Contract of Successful Bidder.

1. Section 00200, Agreement Between District and Contractor
2. Certificate Regarding Workers' Compensation
3. Drug-Free Workplace Certification
4. Statement of Intent to Meet DVBE Participation Goal
5. Faithful Performance Bond Form
6. Payment Bond Form
7. Vendor Tax Information
8. Certification of Non-Utilization of Asbestos Material
9. Prime/General Contractor Information
10. Contractor Prevailing Wage Compliance Certification
11. Guarantee
12. Criminal Records Checks Certification Forms

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

Project: **Group 10 - Modernization Project**
Cole, Cypress, and Highland-Pacific Elementary Schools

Bid No.: **F08-14**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, description of work, and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

- (b) The portion of the work which will be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, he shall be deemed to have agreed that he is fully qualified and licensed to perform that portion himself per the requirements of the Information for Bidders, page 8, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or

- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section Public Contract Code Section 4100 *et seq.* shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

Prime Contractors bidding this work shall require, pursuant to Public Contract code article 4108, all subcontractors providing labor and materials in excess of \$50,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All prime contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.

Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

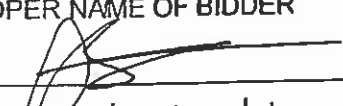
No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractor's own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the DISTRICT through the Construction Manager.

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Lic #</u>	<u>Subcontractor</u>	<u>Location & Place of Business</u>
General Plumbing	363978	Rocco Enterprises	13032 Birchwood St. Garden Grove, CA 92843
AC/mech.	497735	Re Airco	1808 N. Kenmore Ave Los Angeles, CA 90027
HVAC	777746	Air Makers Inc.	25737 Bell Porte Ave Unit 10 Harbor City, CA 90770

CWS Systems Inc
PROPER NAME OF BIDDER

BY:


Abed El-Abour

BID FORM

TO: **San Bernardino City Unified School District**, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: Fischer, Inc.
(Proper Name of Bidder)

- Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

**Group 10 - Modernization Project (Bid #F08-14)
Cole, Cypress, and Highland-Pacific Elementary Schools**

Bid Package scope category number indicated below for the construction of the project known as **Group 10 - Modernization Project (Bid #F08-14)** in DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Business Office of said DISTRICT for amounts set forth herein.

Package Description:

No:

- 01 - HAZMAT ABATEMENT AND INTERIOR DEMOLITION
- 02 - SITEWORK, RAILINGS, AND FENCING
- 03 - GENERAL CONSTRUCTION
- 04 - PLUMBING AND HVAC
- 05 - ELECTRICAL

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

ADDENDUM NO. <u>1</u>	DATE RECEIVED	<u>5-10-10</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>5-28-10</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>6-8-10</u>
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

3. ALLOWANCES:

Included in the Total Base Bid for each Bid Package are the Allowances identified bellow. Items covered by Allowances shall be provided for such amounts and by such persons or firms as the District may direct.

BID PACKAGE 01 ALLOWANCES

- | | | |
|-----------|---|-----------------|
| A1 | Unforeseen Abatement / Demolition | \$25,000 |
| | Additional effort, over and above contract work, for unforeseen abatement or demolition work. | |
| A2 | Unforeseen Conditions at Cole ES | \$9,800 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School. | |
| A3 | Unforeseen Conditions at Cypress ES | \$6,300 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School. | |
| A4 | Unforeseen Conditions at Highland-Pacific ES | \$6,700 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School. | |

BID PACKAGE 02 ALLOWANCES

- | | | |
|-----------|--|-----------------|
| A5 | Unforeseen Site Conditions | \$25,000 |
| | Additional effort, over and above contract work, due to existing soil conditions or obstructions encountered during trenching which are not readily discernable prior to excavation. | |
| A6 | Unforeseen Access Compliance Repairs | \$20,000 |
| | Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs. | |
| A7 | Supplemental Restoration of Contractor Lay Down Areas | \$20,000 |
| | Additional work associated with bringing extra lawn area at designated Contractor staging area and lay down area back to current conditions upon completion of trailer demobilization. This work is supplemental to the work already identified within the contract documents and the Summary of Work section 01010. | |
| A8 | Unforeseen Conditions at Cole ES | \$17,000 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School. | |

- A9 Unforeseen Conditions at Cypress ES** \$16,900
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
- A10 Unforeseen Conditions at Highland-Pacific ES** \$12,000
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 03 ALLOWANCES

- A11 Unforeseen Structural Repairs** \$100,000
Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair, i.e. termite damage, dry rot, damaged bracing and repairs necessitated as a result of the certification investigation process or other. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
- A12 Unforeseen Access Compliance Repairs** \$10,000
Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
- A13 Additional Moving** \$70,000
Additional work associated with the relocation of classrooms during the course of the project. This work is supplemental to the work already identified within the contract documents and the Summary of Work section 01010.
- A14 Unforeseen Conditions at Cole ES** \$48,400
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.
- A15 Unforeseen Conditions at Cypress ES** \$28,600
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
- A16 Unforeseen Conditions at Highland-Pacific ES** \$38,500
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 04 ALLOWANCES

- A17 Additional Mechanical** \$30,000
Additional Mechanical (Plumbing or HVAC) work to be used at the District's discretion.
- A18 Unforeseen Conditions at Cole ES** \$9,400
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.

A19 Unforeseen Conditions at Cypress ES **\$3,900**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.

A20 Unforeseen Conditions at Highland-Pacific ES **\$7,900**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 05 ALLOWANCES

A21 Unforeseen Site Conditions **\$25,000**
Additional effort, over and above contract work, due to existing soil conditions or obstructions encountered during trenching which are not readily discernable prior to excavation.

A22 Unforeseen Fire Alarm and Electrical **\$30,000**
Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair in order to install new fire alarm and electrical items. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.

A23 Unforeseen Conditions at Cole ES **\$15,400**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School.

A24 Unforeseen Conditions at Cypress ES **\$44,300**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.

A25 Unforeseen Conditions at Highland-Pacific ES **\$34,900**
Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

4. BASE BIDS AND ALTERNATES:

4.1 BASE BIDS:

Complete only items that apply to the Bid Package you are turning a bid in for.

BID PACKAGE 01 – HAZMAT ABATEMENT AND INTERIOR DEMOLITION	
BP01 BASE BID (WORDS):	_____
BP01 BASE BID (NUMBERS):	\$ _____
BP01 ALLOWANCES: (WORDS):	Forty Seven Thousand Eight Hundred Dollars
BP01 ALLOWANCES (NUMBERS):	\$47,800
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 01: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 01: (NUMBERS)	\$ _____

BID PACKAGE 02 – SITEWORK, RAILINGS, AND FENCING	
BP02 BASE BID (WORDS):	_____
BP02 BASE BID (NUMBERS):	\$ _____
BP02 ALLOWANCES: (WORDS):	One Hundred Ten Thousand Nine Hundred Dollars
BP02 ALLOWANCES (NUMBERS):	\$110,900
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 02: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 02: (NUMBERS)	\$ _____

BID PACKAGE 03 – GENERAL CONSTRUCTION	
BP03 BASE BID (WORDS):	_____
BP03 BASE BID (NUMBERS):	\$ _____
BP03 ALLOWANCES: (WORDS):	Two Hundred Ninety Five Thousand Five Hundred Dollars
BP03 ALLOWANCES (NUMBERS):	\$295,500
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 03: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 03: (NUMBERS)	\$ _____

BID PACKAGE 04 – PLUMBING AND HVAC	
BP04 BASE BID (WORDS):	Four hundred Ninety Five Thousand Nine hundred Fifty ^{NO} / ₁₀₀
BP04 BASE BID (NUMBERS):	\$ 495,950
BP04 ALLOWANCES: (WORDS):	Fifty One Thousand Two Hundred Dollars
BP04 ALLOWANCES (NUMBERS):	\$51,200
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 04: (WORDS)	Five hundred Forty Seven Thousand One hundred Fifty ^{NO} / ₁₀₀
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 04: (NUMBERS)	\$ 547,150

BID PACKAGE 05 – ELECTRICAL	
BP05 BASE BID (WORDS):	_____
BP05 BASE BID (NUMBERS):	\$ _____
BP05 ALLOWANCES: (WORDS):	One Hundred Forty Nine Thousand Six Hundred Dollars
BP05 ALLOWANCES (NUMBERS):	\$149,600
<hr/>	
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 05: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 05: (NUMBERS)	\$ _____

Each individual bid term shall be determined from visiting the work site, reviewing the plans and specification and all other portions of the Project documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of the Project documents, whether or not expressly listed or designated.

4.2 ALTERNATES:

There are no Bid Alternates for this project.

5. TIME FOR COMPLETION: The aggregate sum total work of all individual prime contractors to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **Four Hundred Four (404)** consecutive calendar days. Bidder acknowledges liability for liquidated damages in the amount as stipulated in the Agreement, and not as a penalty, for each calendar day of delay for which CONTRACTOR has contributed to or caused until the complete project is completed and accepted.
6. DISTRICT'S RIGHT TO REJECT: It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **one hundred twenty (120)** days.
7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.

8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$50,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NON-COLLUSION AFFIDAVIT: The required notarized Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Disabled Veteran Business Enterprise (DVBE) certification forms are attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Certification Criminal Background check will be submitted prior to CONTRACTOR commencing work on the Project and in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of the Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within five (5) calendar days after receipt of notification of the award. Bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the DISTRICT's "Notice to Proceed", and shall be completed by the bidder at the time specified in the contract documents.

14. PROPER ADDRESS: Notice of Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

1355 West 26th Street
San Bernardino, CA 92405

15. NAME(S) OF PRINCIPALS: The names of all persons interested in the foregoing proposal as principals are as follows:

Mike Fischer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

16. The undersigned bidder declares that the bidder is licensed in accordance with the act providing for registration of contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	<u>853357</u>	<u>C-36</u>	<u>1/31/11</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the above-mentioned license(s) entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

17. FORFEITURE OF SECURITY: In the event the bidder to whom the Notice of Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
18. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time and purchasing body tenders final payment to the bidder.
19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **Four Hundred Four (404)** consecutive calendar days from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **one thousand dollars (\$1,000.00)**.
- Contractor is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the **Four Hundred Four (404)** calendar day project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.
22. CHANGE ORDER REQUESTS: It is understood and agreed that all change order requests must be submitted in the form set forth in the Project documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the General Conditions will not be allowed.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Fischer, Inc.

Name of Corporation, Joint Venture, Partnership or Sole Proprietorship

1355 West 26th Street


Address

San Bernardino, CA 92405

Telephone: (909) 881-2910

Mike Fischer

Proper Name of Bidder Empowered to Sign on
Behalf of Corporation, Partnership or Sole Proprietor


Signature of Bidder

Signature of Bidder (If more than one is required)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above. If the bidder is a Joint Venture all individuals empowered by the Joint Venture Agreement must sign.

ATTACHMENTS TO BE RETURNED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids For Submittal Deadline:

1. Section 00110, Noncollusion Affidavit
2. Section 00120, Site Visit Certification
3. Section 00130, Certification of Compliance with DVBE Policy
4. Section 00140, Proposed Subcontractors
5. Section 00150, Bid Bond
6. Section 00160, Bidder References and Responsibility Information

To be Returned With Executed Contract of Successful Bidder.

1. Section 00200, Agreement Between District and Contractor
2. Certificate Regarding Workers' Compensation
3. Drug-Free Workplace Certification
4. Statement of Intent to Meet DVBE Participation Goal
5. Faithful Performance Bond Form
6. Payment Bond Form
7. Vendor Tax Information
8. Certification of Non-Utilization of Asbestos Material
9. Prime/General Contractor Information
10. Contractor Prevailing Wage Compliance Certification
11. Guarantee
12. Criminal Records Checks Certification Forms

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

Project: **Group 10 - Modernization Project**
Cole, Cypress, and Highland-Pacific Elementary Schools

Bid No.: **F08-14**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, description of work, and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

- (b) The portion of the work which will be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, he shall be deemed to have agreed that he is fully qualified and licensed to perform that portion himself per the requirements of the Information for Bidders, page 8, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or

- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

Prime Contractors bidding this work shall require, pursuant to Public Contract code article 4108, all subcontractors providing labor and materials in excess of \$50,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All prime contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.

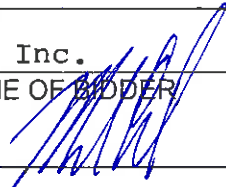
Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractor's own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the DISTRICT through the Construction Manager.

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>Location & Place of Business</u>
HVAC	Mackamul	Highland, CA

Fischer, Inc.
PROPER NAME OF BIDDER
BY: 
Mike Fischer

BID FORM

TO: San Bernardino City Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: ABBCO Services, Inc. (Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

Group 10 - Modernization Project (Bid #F08-14)
Cole, Cypress, and Highland-Pacific Elementary Schools

Bid Package scope category number indicated below for the construction of the project known as Group 10 - Modernization Project (Bid #F08-14) in DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Business Office of said DISTRICT for amounts set forth herein.

Package Description:

No:

- 01 - HAZMAT ABATEMENT AND INTERIOR DEMOLITION
02 - SITEWORK, RAILINGS, AND FENCING
03 - GENERAL CONSTRUCTION
[X] 04 - PLUMBING AND HVAC
05 - ELECTRICAL

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda)

Table with 3 columns: ADDENDUM NO., DATE RECEIVED, and date values (05/25/10, 06/03/10, 06/14/10).

3. ALLOWANCES:

Included in the Total Base Bid for each Bid Package are the Allowances identified bellow. Items covered by Allowances shall be provided for such amounts and by such persons or firms as the District may direct.

BID PACKAGE 01 ALLOWANCES

- | | | |
|-----------|---|-----------------|
| A1 | Unforeseen Abatement / Demolition | \$25,000 |
| | Additional effort, over and above contract work, for unforeseen abatement or demolition work. | |
| A2 | Unforeseen Conditions at Cole ES | \$9,800 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School. | |
| A3 | Unforeseen Conditions at Cypress ES | \$6,300 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School. | |
| A4 | Unforeseen Conditions at Highland-Pacific ES | \$6,700 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School. | |

BID PACKAGE 02 ALLOWANCES

- | | | |
|-----------|--|-----------------|
| A5 | Unforeseen Site Conditions
\$25,000 | |
| | Additional effort, over and above contract work, due to existing soil conditions or obstructions encountered during trenching which are not readily discernable prior to excavation. | |
| A6 | Unforeseen Access Compliance Repairs | \$20,000 |
| | Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs. | |
| A7 | Supplemental Restoration of Contractor Lay Down Areas | \$20,000 |
| | Additional work associated with bringing extra lawn area at designated Contractor staging area and lay down area back to current conditions upon completion of trailer demobilization. This work is supplemental to the work already identified within the contract documents and the Summary of Work section 01010. | |
| A8 | Unforeseen Conditions at Cole ES | \$17,000 |
| | Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cole Elementary School. | |

- A9 Unforeseen Conditions at Cypress ES** \$16,900
 Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
- A10 Unforeseen Conditions at Highland-Pacific ES** \$12,000
 Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

BID PACKAGE 03 ALLOWANCES

- A11 Unforeseen Structural Repairs** \$100,000
 Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair, i.e. termite damage, dry rot, damaged bracing and repairs necessitated as a result of the certification investigation process or other. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
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 Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.
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 Additional work associated with the relocation of classrooms during the course of the project. This work is supplemental to the work already identified within the contract documents and the Summary of Work section 01010.
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 Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
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 Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Cypress Elementary School.
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BID PACKAGE 05 ALLOWANCES

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 Additional effort, over and above contract work, due to existing soil conditions or obstructions encountered during trenching which are not readily discernable prior to excavation.
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- A25 Unforeseen Conditions at Highland-Pacific ES** **\$34,900**
 Additional effort, over and above contract work, for unforeseen conditions related to the work of this bid package at Highland-Pacific Elementary School.

4. BASE BIDS AND ALTERNATES:

4.1 BASE BIDS:

Complete only items that apply to the Bid Package you are turning a bid in for.

BID PACKAGE 01 – HAZMAT ABATEMENT AND INTERIOR DEMOLITION	
BP01 BASE BID (WORDS):	_____
BP01 BASE BID (NUMBERS):	\$ _____
BP01 ALLOWANCES: (WORDS):	Forty Seven Thousand Eight Hundred Dollars
BP01 ALLOWANCES (NUMBERS):	\$47,800
<hr/>	
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 01: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 01: (NUMBERS)	\$ _____

BID PACKAGE 02 – SITEWORK, RAILINGS, AND FENCING	
BP02 BASE BID (WORDS):	_____
BP02 BASE BID (NUMBERS):	\$ _____
BP02 ALLOWANCES: (WORDS):	One Hundred Ten Thousand Nine Hundred Dollars
BP02 ALLOWANCES (NUMBERS):	\$110,900
<hr/>	
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 02: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 02: (NUMBERS)	\$ _____

BID PACKAGE 03 – GENERAL CONSTRUCTION	
BP03 BASE BID (WORDS):	_____
BP03 BASE BID (NUMBERS):	\$ _____
BP03 ALLOWANCES: (WORDS):	<u>Two Hundred Ninety Five Thousand Five Hundred Dollars</u>
BP03 ALLOWANCES (NUMBERS):	<u>\$295,500</u>

TOTAL BASE BID & ALLOWANCES for BID PACKAGE 03: (WORDS)	_____
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 03: (NUMBERS)	\$ _____

BID PACKAGE 04 – PLUMBING AND HVAC	
BP04 BASE BID (WORDS):	<u>Four hundred ninety seven thousand six hundred</u>
BP04 BASE BID (NUMBERS):	<u>fourty two and 00/100***** \$ 497,642.00</u>
BP04 ALLOWANCES: (WORDS):	<u>Fifty One Thousand Two Hundred Dollars</u>
BP04 ALLOWANCES (NUMBERS):	<u>\$51,200</u>

TOTAL BASE BID & ALLOWANCES for BID PACKAGE 04: (WORDS)	<u>Five hundred fourty eight thousand eight hundred fourty two and 00/100*****</u>
TOTAL BASE BID & ALLOWANCES for BID PACKAGE 04: (NUMBERS)	<u>\$ 548,842.00</u>

BID PACKAGE 05 – ELECTRICAL

BP05 BASE BID
(WORDS):

BP05 BASE BID
(NUMBERS):

\$

BP05 ALLOWANCES:
(WORDS):

One Hundred Forty Nine Thousand Six Hundred Dollars

BP05 ALLOWANCES
(NUMBERS):

\$149,600

TOTAL BASE BID &
ALLOWANCES for BID
PACKAGE 05:
(WORDS)

TOTAL BASE BID &
ALLOWANCES for BID
PACKAGE 05:
(NUMBERS)

\$

Each individual bid term shall be determined from visiting the work site, reviewing the plans and specification and all other portions of the Project documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and bonds, insurance and submittals, all as per the requirements of the Project documents, whether or not expressly listed or designated.

4.2 ALTERNATES:

There are no Bid Alternates for this project.

5. **TIME FOR COMPLETION:** The aggregate sum total work of all individual prime contractors to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **Four Hundred Four (404)** consecutive calendar days. Bidder acknowledges liability for liquidated damages in the amount as stipulated in the Agreement, and not as a penalty, for each calendar day of delay for which CONTRACTOR has contributed to or caused until the complete project is completed and accepted.
6. **DISTRICT'S RIGHT TO REJECT:** It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **one hundred twenty (120)** days.
7. **BID SECURITY:** The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.

8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$50,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NON-COLLUSION AFFIDAVIT: The required notarized Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Disabled Veteran Business Enterprise (DVBE) certification forms are attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Certification Criminal Background check will be submitted prior to CONTRACTOR commencing work on the Project and in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of the Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within five (5) calendar days after receipt of notification of the award. Bidder further agrees that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the DISTRICT's "Notice to Proceed", and shall be completed by the bidder at the time specified in the contract documents.

14. PROPER ADDRESS: Notice of Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

ABBCO Services, Inc.
P O Box 8776
Redlands CA 92375

15. NAME(S) OF PRINCIPALS: The names of all persons interested in the foregoing proposal as principals are as follows:

Larry D Penn, President
Jeanne M Trebon, V.P., Secretary, Treasurer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

16. The undersigned bidder declares that the bidder is licensed in accordance with the act providing for registration of contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	<u>877643</u>	<u>B C36 A</u>	<u>05/31/2012</u>
2.	<u> </u>	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the above-mentioned license(s) entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance under this contract, and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

17. FORFEITURE OF SECURITY: In the event the bidder to whom the Notice of Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
18. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time and purchasing body tenders final payment to the bidder.
19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **Four Hundred Four (404)** consecutive calendar days from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **one thousand dollars (\$1,000.00)**.

Contractor is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the **Four Hundred Four (404)** calendar day project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

22. CHANGE ORDER REQUESTS: It is understood and agreed that all change order requests must be submitted in the form set forth in the Project documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the General Conditions will not be allowed.

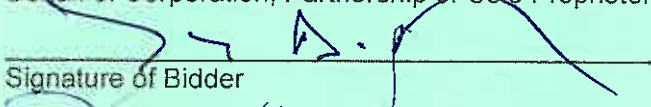
The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

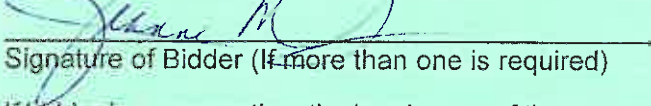
ABBCO Services, Inc.
Name of Corporation, Joint Venture, Partnership or Sole Proprietorship

P O Box 8776 Redlands CA 92375
Address

Telephone: 909-862-7849

Larry D Penn Jeanne M Trebon
Proper Name of Bidder Empowered to Sign on
Behalf of Corporation, Partnership or Sole Proprietor


Signature of Bidder


Signature of Bidder (If more than one is required)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above. If the bidder is a Joint Venture all individuals empowered by the Joint Venture Agreement must sign.

ATTACHMENTS TO BE RETURNED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids For Submittal Deadline:

1. Section 00110, Noncollusion Affidavit
2. Section 00120, Site Visit Certification
3. Section 00130, Certification of Compliance with DVBE Policy
4. Section 00140, Proposed Subcontractors
5. Section 00150, Bid Bond
6. Section 00160, Bidder References and Responsibility Information

To be Returned With Executed Contract of Successful Bidder:

1. Section 00200, Agreement Between District and Contractor
2. Certificate Regarding Workers' Compensation
3. Drug-Free Workplace Certification
4. Statement of Intent to Meet DVBE Participation Goal
5. Faithful Performance Bond Form
6. Payment Bond Form
7. Vendor Tax Information
8. Certification of Non-Utilization of Asbestos Material
9. Prime/General Contractor Information
10. Contractor Prevailing Wage Compliance Certification
11. Guarantee
12. Criminal Records Checks Certification Forms

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

Project: **Group 10 - Modernization Project**
Cole, Cypress, and Highland-Pacific Elementary Schools

Bid No.: **F08-14**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, description of work, and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

- (b) The portion of the work which will be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, he shall be deemed to have agreed that he is fully qualified and licensed to perform that portion himself per the requirements of the Information for Bidders, page 8, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or

- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

Prime Contractors bidding this work shall require, pursuant to Public Contract code article 4108, all subcontractors providing labor and materials in excess of \$50,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All prime contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.

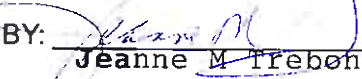
Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractor's own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the DISTRICT through the Construction Manager.

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>Location & Place of Business</u>
HVAC	TMCI, Inc.	P O Box 5396 San Bernardino CA 92412

ABBCO Services, Inc.
PROPER NAME OF BIDDER
BY: 
Jeanne M Trebon