

BID TABULATION

BID #: F09-02
BID NAME: ROOSEVELT II NEW ELEMENTARY SCHOOL PROJECT
DATE / TIME: NOVEMBER 8, 2011 – 1:00 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 WILL BE 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 #2 - Sitework (On-Site)				
1	C.S. Legacy Construction, Inc.	Chino	CA	\$4,033,530.00
2	Minako America Corp. dva Minco Construction	Gardena	CA	\$4,039,000.00
3	ACE Engineering, Inc.	La Vern	CA	\$4,153,289.00
4	Environmental Construction, Inc.	Woodland Hills	CA	\$4,491,198.00
5	Sean Malek Engineering and Construction	Temecula	CA	\$4,690,000.00
6	USS Cal Builders, Inc.	Stanton	CA	\$4,761,961.06
7	Laird Construction Co., Inc.	Rancho Cucamonga	CA	\$4,767,500.00
8	Oakview Constructors, Inc.	Calimesa	CA	\$4,798,000.00
9	Vance Corporation	Rialto	CA	\$4,922,520.00
10	Fata Construction and Development	Riverside	CA	\$4,992,000.00

PROJECT NAME: Roosevelt II New Elementary School Project
BID NUMBER: F09-02

BID FORM

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

FROM: C.S. Legacy Construction, 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 familiarized himself/herself with the terms of the Contract and the Contract Documents, 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 Work of the Contract, including all of its component parts, 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, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project:

PROJECT NAME: Roosevelt II New Elementary School Project

Bid Package: (Select One Only)

- 01 – General Construction / Building
 02 – Sitework (On-Site)
 03 - Off-Site Improvements and On / Off-Site Utilities

in the DISTRICT described above, all in strict conformance with the Contract Documents on file at the DISTRICT office.

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>Incorporated in Bid Docs</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>Incorporated in Bid Docs</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>6/7/11</u>
ADDENDUM NO. <u>4</u>	DATE RECEIVED	<u>10/4/11</u>
ADDENDUM NO. <u>5</u>	DATE RECEIVED	<u>10/12/11</u>
ADDENDUM NO. <u>6</u>	DATE RECEIVED	<u>10/19/11</u>
ADDENDUM NO. <u>7</u>	DATE RECEIVED	<u>10/25/11</u>
ADDENDUM NO. <u>8</u>	DATE RECEIVED	<u>10/31/11</u>
ADDENDUM NO. <u>9</u>	DATE RECEIVED	<u>11/3/11</u>

3. BID AMOUNTS

3.1 DESCRIPTION	LUMP SUM BID AMOUNT
BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 3,177,723.00
BASE BID NOT INCLUDING ALLOWANCES (Amount in Writing)	three million seven hundred seventy-seven thousand seven hundred twenty-three dollars and zero cents.
3.2 DESCRIPTION	LUMP SUM BID AMOUNT
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Numbers):	\$ 255,807.00
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Writing):	two hundred fifty-five thousand eight hundred seven dollars and zero cents.
3.3 DESCRIPTION	LUMP SUM BID AMOUNT
TOTAL BASE BID = SUM OF ITEMS (3.1+3.2) (Amount in Numbers):	\$ 4,033,530.00
TOTAL BASE BID = SUM OF ITEMS (3.1+3.2) (Amount in Writing):	Four thousand 05 Million thirty-three thousand five hundred thirty dollars and zero cents.

The undersigned Bidder agrees to achieve Final Completion of the Work and all Major Milestones within the Contract Time set forth in the Contract Documents.

Note: Allowances are for the sole use of the District.

4. **ALTERNATES:** (If applicable) The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Refer to Section 01030 Alternates for description of work.

None

* Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In the absence of any clear indication of the additive or deductive nature of the item, it will be assumed that the item is intended to be deductive in nature.

5. **TIME FOR COMPLETION:** The aggregate sum total work of each individual prime Contractor 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 (400) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
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 \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project 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 fully executed Form of Agreement (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 a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.
14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

13263 Yerba Ave
 Chino, CA 91710

15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are:

Gregg Strumpf - President, Treasurer
 Nancy Mellon - Secretary
 C.S. Legacy Construction Inc.

(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state names in full.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code 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>826870</u>	<u>A</u>	<u>10/31/13</u>
2.	<u>826870</u>	<u>B</u>	<u>10/31/13</u>
3.	<u>826870</u>	<u>C-27</u>	<u>10/31/13</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) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. **FORFEITURE OF SECURITY:** In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of 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 the 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 will 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 will 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 work of the Contract.

21. **LIQUIDATED DAMAGES:** The undersigned hereby warrants that all work shall be completed within **four hundred (400) 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 or any scheduled activity 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)**.

For a multiple-prime contract procurement, each Contractor shall refer to the General Requirements Section of the Specifications for the Construction Progress Schedule for the durations of individual activities contained within total project time. The above-specified liquidated damages will be assessed if any individual activity duration exceeds the time indicated for that activity on the Construction Progress Schedule.

22. **CHANGE ORDER REQUESTS:** Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, 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 Contract Conditions will not be allowed.

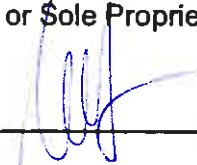
The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

C.S. Legacy Construction, Inc.
Name of Corporation, Partnership or Sole Proprietor

13203 Yorba Ave. Chino CA 91710
Address

Telephone: 909-590-2626

Gregg Strumpf - President
Proper Name of Bidder Empowered to Sign On Behalf of the Corporation, Partnership or Sole Proprietor


Signature of Bidder

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 name and signature shall be placed above.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids.

1. Bidder's Non-Collusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information

To be Submitted with Executed Contract (Agreement) by Successful Bidder.

1. Certificate Regarding Worker's Compensation
2. Drug-Free Work Place Certification
3. Statement of Intent to Meet DVBE Participation Goal
4. Faithful Performance Bond Form
5. Payment Bond Form
6. Vendor Tax Information
7. Certification of Non-Utilization of Asbestos Material
8. Prime/General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

PROJECT NAME: Roosevelt II New Elementary School Project

BID NUMBER: F09-02

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

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 a 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 a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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.

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, 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, 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 Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, at 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 \$100,000.00 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.

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
striping	Ranch Rock Corporation	951-280-2445 P.O. Box 1556 Corona, CA 92878	923649
play surfacing	Spectraturf Global Surfacing systems	951-736-3579 500 E. Rincon St. #100 Corona, CA 92879	854429
Survey	Precision Engineering Surveyors, Inc.	909-802-6326 7231 Boulder Ave #531 Highland, CA 92346	LS3983
Fencing	Landmark Fence Co. Inc.	909-10239450 3904 Mission Blvd Montclair, CA 91703	744115
Landscape Irrigation	Land Engineering, Inc.	951-780-5353 3380 La Sierra Ave Ste 104 Riverside, CA 92503 585	952302
Demolition G.S. Grading G.S.	Green G.S. G.S. Mountain Engineering	951-605-0208 G.S. 40420 Carter Canyon G.S. Temecula, CA 92592 G.S.	G.S. 1055616
Demolition Grading	Tristan Engineering	909-874-3777 2831 Industrial Dr. Bloomington, CA 92316	745658
Equipment Install	Evergreen Environment	951-377-1757 4051 Agate St Riverside, CA 92501	810462

C.S. Legacy Construction, Inc.
NAME OF BIDDER

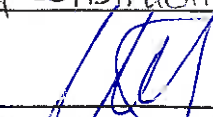
Signature: _____

Title: President - Gregory Strumpf

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No

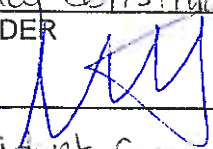
C.S. Legacy Construction, Inc.
NAME OF BIDDER

Signature: 

Title: President, Gregg Strumpf

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No

C.S. Legacy Construction, Inc.
NAME OF BIDDER
Signature: 
Title: President - Gregory Strumpf

PROJECT NAME: Roosevelt II New Elementary School Project
BID NUMBER: F09-02

BID FORM

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

0041 Minako America Corporation dba Minco Construction
(Proper Name of Bidder)

In pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, 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 Work of the Contract, including all of its component parts, 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, utilities, facilities, labor, supervision and services required to perform and complete the work, bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project.

PROJECT NAME: Roosevelt II New Elementary School Project

Bid Package: (Select One Only)

- 01 - General Construction - Building
- 02 - Sitework (On-Site)
- 03 - Off-Site Improvements and On - Off-Site Utilities

In the DISTRICT described above, all in strict conformance with the Contract Documents on file at the DISTRICT office.

ADDENDUM

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		DATE RECEIVED	
1			<u>Incorporated in Bid Docs</u>
2			<u>Incorporated in Bid Docs</u>
3			<u>07/06/2011</u>
4			<u>10/04/2011</u>
5			<u>10/13/2011</u>
6			<u>10/19/2011</u>
7			<u>10/25/2011</u>
8			<u>10/31/2011</u>
9			<u>11/03/2011</u>

3. BID AMOUNTS

3.1 DESCRIPTION	LUMP SUM BID AMOUNT
BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 3,777,000
BASE BID NOT INCLUDING ALLOWANCES (Amount in Writing)	

3.2 DESCRIPTION	LUMP SUM BID AMOUNT
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Numbers):	\$ 262,000
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Writing):	

3.3 DESCRIPTION	LUMP SUM BID AMOUNT
TOTAL BASE BID = SUM OF ITEMS (3.1+3.2) (Amount in Numbers):	\$ 4,039,000
TOTAL BASE BID = SUM OF ITEMS (3.1+3.2) (Amount in Writing):	

The undersigned Bidder agrees to achieve Final Completion of the Work and all Major Milestones within the Contract Time set forth in the Contract Documents.

Note: Allowances are for the sole use of the District.

4. **ALTERNATES:** (If applicable) The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Refer to Section 01030 Alternates for description of work.

None

* Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In the absence of any clear indication of the additive or deductive nature of the item, it will be assumed that the item is intended to be deductive in nature.

5. **TIME FOR COMPLETION:** The aggregate sum total work of each individual prime Contractor 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 (400) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
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 \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project 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 fully executed Form of Agreement (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 a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.
14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

522 E Airline Way

Gardena, CA 90248

15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are:

Refaat H Mina President

(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state names in full.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code in accordance with the act providing for registration of Contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	612429	A, B, C10, C7	09/30/2012
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) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. **FORFEITURE OF SECURITY:** In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of 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 the 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 will 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 will 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 work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **four hundred (400) 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 or any scheduled activity 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)**.

For a multiple-prime contract procurement, each Contractor shall refer to the General Requirements Section of the Specifications for the Construction Progress Schedule for the durations of individual activities contained within total project time. The above-specified liquidated damages will be assessed if any individual activity duration exceeds the time indicated for that activity on the Construction Progress Schedule.

22. CHANGE ORDER REQUESTS: Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, 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 Contract Conditions will not be allowed.

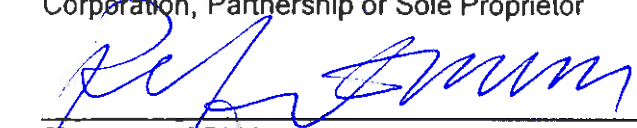
The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Minako America Corporation dba Minco Construction
Name of Corporation, Partnership or Sole Proprietor

522 E Airline Way, Gardena, CA 90248
Address

Telephone: 310-516-8100

Refaat H Mina
Proper Name of Bidder Empowered to Sign On Behalf of the Corporation, Partnership or Sole Proprietor


Signature of Bidder

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 name and signature shall be placed above.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids.

1. Bidder's Non-Collusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information

To be Submitted with Executed Contract (Agreement) by Successful Bidder.

1. Certificate Regarding Worker's Compensation
2. Drug-Free Work Place Certification
3. Statement of Intent to Meet DVBE Participation Goal
4. Faithful Performance Bond Form
5. Payment Bond Form
6. Vendor Tax Information
7. Certification of Non-Utilization of Asbestos Material
8. Prime/General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

PROJECT NAME: Roosevelt II New Elementary School Project

BID NUMBER: F09-02

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

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 a 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 a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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.

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, 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, 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 Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, at 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 \$100,000.00 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.

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
TOTUS			
Pave Bung Associate			

Minako America Corporation dba Minco Construction
NAME OF BIDDER

Signature: 

Title: Refaat H Mina , President

San Bernardino City Unified School District
Roosevelt II
New Elementary School Project (Bid # F09-02)

Proposed Subcontractors
00140
Bid Issuance Set
Page 3 of 3

Bid Issuance Set

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No

Minako America Corporation dba Minco Construction
NAME OF BIDDER

Signature: 

Title: Refaat H. Mina , President

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No

Minako America Corporation dba Minco Construction
NAME OF BIDDER

Signature: 

Title: Refaat H Mirza , President

PROJECT NAME: Roosevelt II New Elementary School Project
BID NUMBER: F09-02

BID FORM

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

FROM: ACE ENGINEERING, 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 familiarized himself/herself with the terms of the Contract and the Contract Documents, 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 Work of the Contract, including all of its component parts, 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, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project:

PROJECT NAME: Roosevelt II New Elementary School Project

Bid Package: (Select One Only)

- 01 – General Construction / Building
- 02 – Sitework (On-Site)
- 03 - Off-Site Improvements and On / Off-Site Utilities

in the DISTRICT described above, all in strict conformance with the Contract Documents on file at the DISTRICT office.

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>Incorporated in Bid Docs</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>Incorporated in Bid Docs</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>SEPTEMBER 9, 2011</u>
ADDENDUM NO. <u>4</u>	DATE RECEIVED	<u>OCTOBER 6, 2011</u>
ADDENDUM NO. <u>5 & 5-R</u>	DATE RECEIVED	<u>OCTOBER 17, 2011</u>
ADDENDUM NO. <u>6</u>	DATE RECEIVED	<u>OCTOBER 21, 2011</u>
ADDENDUM NO. <u>7</u>	DATE RECEIVED	<u>OCTOBER 28, 2011</u>
ADDENDUM NO. <u>8</u>	DATE RECEIVED	<u>OCTOBER 31, 2011</u>
ADDENDUM NO. <u>9</u>	DATE RECEIVED	<u>NOVEMBER 3, 2011</u>

3. BID AMOUNTS

3.1 DESCRIPTION	LUMP SUM BID AMOUNT
BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 3,864,327.00
BASE BID NOT INCLUDING ALLOWANCES (Amount in Writing)	Three million, eight hundred sixty-four thousand, three hundred twenty-seven Dollars

3.2 DESCRIPTION	LUMP SUM BID AMOUNT
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Numbers):	\$ 288,982.00
ALLOWANCE VALUE FROM ATTACHMENT 7 AS PERTAINS TO THIS BID PACKAGE (Amount in Writing):	TWO HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS

3.3 DESCRIPTION	LUMP SUM BID AMOUNT
TOTAL BASE BID = SUM OF ITEMS (3.1+3.2) (Amount in Numbers):	\$ 4,153,289.00
TOTAL BASE BID = SUM OF ITEMS (3.1+3.2) (Amount in Writing):	Four million, one hundred fifty-three thousand, two hundred eighty-nine Dollars

The undersigned Bidder agrees to achieve Final Completion of the Work and all Major Milestones within the Contract Time set forth in the Contract Documents.

Note: Allowances are for the sole use of the District.

4. **ALTERNATES:** (If applicable) The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Refer to Section 01030 Alternates for description of work.

None

* Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In the absence of any clear indication of the additive or deductive nature of the item, it will be assumed that the item is intended to be deductive in nature.

5. **TIME FOR COMPLETION:** The aggregate sum total work of each individual prime Contractor 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 (400) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
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 \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Non-collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project 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 fully executed Form of Agreement (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 a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.
14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

ACE ENGINEERING, INC.

1880 WRIGHT AVENUE, LA VERNE, CALIFORNIA 91750

15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are:

JOHN O. LEE, PRESIDENT AND SECRETARY TREASURER

SIMON JEON, VICE PRESIDENT AND GENERAL MANAGER

(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state names in full.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code 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>613320</u>	<u>A</u>	<u>2/28/2013</u>
2.	<u>613320</u>	<u>B</u>	<u>2/28/2013</u>
3.	<u>613320</u>	<u>C-21</u>	<u>2/28/2013</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) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. **FORFEITURE OF SECURITY:** In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of 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 the 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 will 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 will 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 work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **four hundred (400) 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 or any scheduled activity 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)**.

For a multiple-prime contract procurement, each Contractor shall refer to the General Requirements Section of the Specifications for the Construction Progress Schedule for the durations of individual activities contained within total project time. The above-specified liquidated damages will be assessed if any individual activity duration exceeds the time indicated for that activity on the Construction Progress Schedule.

22. CHANGE ORDER REQUESTS: Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, 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 Contract Conditions will not be allowed.

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

ACE ENGINEERING, INC.

Name of Corporation, Partnership or Sole Proprietor

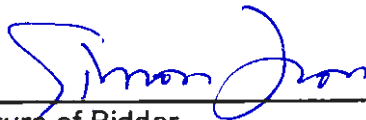
1880 WRIGHT AVE., LA VERNE, CA 91750

Address

Telephone: (909) 392-4600

SIMON JEON, VICE PRESIDENT

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



Signature of Bidder

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 name and signature shall be placed above.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids.

1. Bidder's Non-Collusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information

To be Submitted with Executed Contract (Agreement) by Successful Bidder.

1. Certificate Regarding Worker's Compensation
2. Drug-Free Work Place Certification
3. Statement of Intent to Meet DVBE Participation Goal
4. Faithful Performance Bond Form
5. Payment Bond Form
6. Vendor Tax Information
7. Certification of Non-Utilization of Asbestos Material
8. Prime/General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

PROJECT NAME: Roosevelt II New Elementary School Project

BID NUMBER: F09-02

ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

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 a 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 a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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.

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, 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, 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 Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, at 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 \$100,000.00 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.

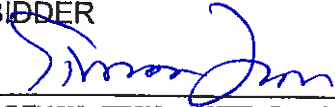
The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

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.

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Landscaping	Marina	714 939 6600 Anaheim CA	492862
Fencing	landmark	909 623 9450 Montclair, CA	744115
Playground Equipment Walkways	Dave Bang Assoc.	800-669-2585 Tustin CA	795052
Shade	National Carport	903-892-1896 Sherman, TX	672163

ACE ENGINEERING, INC.

 NAME OF BIDDER
 Signature: 
 SIMON JEON, VICE PRESIDENT
 Title: VICE PRESIDENT

