



Bid Results & 3 Lowest Bids Subcontractor Lists Available at: Facilities website under the procurements tab by bid number:

<http://www.sbcusdfacilities.com/procurement/nib.cfm>

C2 Planwell Website Bid Results/Info Postings: Public Planroom by bid number: [www.c2repro.com](http://www.c2repro.com)

	CONTRACTOR (Name, City, State)	BASE BID	Alternate # 1 Campus Server Programing	Alternate # 2 Student Server Programing	Alternate # 3 WAP Devices, Data Outlet Devices, IDFs Work
1	HORIZONS CONSTRUCTION CO., INT'L INC., ANAHEIM, CA	\$1,297,090.70	\$54,000.00	\$52,000.00	\$51,000.00
2	M.S. CONSTRUCTION MGMNT GROUP, DANA POINT, CA	\$1,555,000.00	\$40,000.00	\$49,800.00	\$2,380,000.00
3	D&M MARTIN CONSTRUCTION, INC., CRESTLINE, CA	\$1,797,000.00	\$100,000.00	\$100,000.00	\$2,000,000.00
4	OAKVIEW CONSTRUCTORS, INC., CALIMESA, CA	\$1,818,000.00	\$23,000.00	\$29,000.00	\$2,795,000.00
5	FATA CONSTRUCTION & DEVELOPMENT, RIVERSIDE, CA	\$1,840,000.00	\$39,000.00	\$39,000.00	\$2,660,000.00
6	MONET CONSTRUCTION, INC., GLENDALE, CA	\$1,964,000.00	\$15,000.00	\$15,000.00	\$120,000.00
7	DALKE & SONS, RIVERSIDE, CA	\$2,078,480.00	\$175,000.00	\$126,000.00	\$245,000.00
8	G2K CONSTRUCTION, INC., ENCINO, CA	\$2,125,000.00	\$40,000.00	\$40,000.00	\$200,000.00
9	INLAND BUILDING CONSTRUCTION COMPANIES, INC., SAN BERNARDINO, CA	\$2,188,000.00	\$27,500.00	\$33,000.00	\$2,145,000.00



Bid Results & 3 Lowest Bids Subcontractor Lists Available at: Facilities website under the procurements tab by bid number:  
<http://www.sbcusdfacilities.com/procurement/nib.cfm>  
 C2 Planwell Website Bid Results/Info Postings: Public Planroom by bid number: [www.c2repro.com](http://www.c2repro.com)

	CONTRACTOR (Name, City, State)	BASE BID	Alternate # 1 Campus Server Programing	Alternate # 2 Student Server Programing	Alternate # 3 WAP Devices, Data Outlet Devices, IDF's Work
10	ROSSETTI CONSTRUCTION COMPANY, INC., ONTARIO, CA	\$2,309,000.00	\$27,540.00	\$33,048.00	\$2,311,157.00
11	HARIK CONSTRUCTION, INC., GLEN DORA, CA	\$ 2,470,000.00	N/A	N/A	N/A
12					
13					
14					
15					
16					
17					
18					

PROJECT NAME: San Gorgonio High School Modernization – Phase 2  
BID NUMBER: # F12-03

**BID FORM**

TO: **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: Horizons Construction Co. Int'l, 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: San Gorgonio High School Modernization - Phase 2 (Bid #F12-03).**

2. ADDENDA AND SUPPLEMENTAL WORK SCOPES

The undersigned has thoroughly examined any and all Addenda and Supplemental Work Scopes (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)*

**San Gorgonio High School Modernization - Phase 2 (Bid #F12-03).**

Supplemental Work Scopes  
Volume 2 of 2      DATE ISSUED 2/18/13      DATE RECEIVED 3/11/13

ADDENDUM NO. 1      DATE ISSUED 3/12/13      DATE RECEIVED 3/12

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

3. Unforeseen Conditions: \$150,000

4. BASE BID FOR San Gorgonio High School Modernization - Phase 2

A. San Gorgonio High School  
Modernization - Phase 2

\$ 1,147,090.70

B. Allowance:

\$ 150,000

TOTAL COMBINED BASE BID PRICE OF MODERNIZATION AND ALLOWANCE AT  
San Gorgonio High School Modernization - Phase 2

One Million Two Hundred Ninety Seven thousand  
Ninty Dollars and Seventy Cents.

Total Combined Base Bid Price (Sum of A + B):  
(Numerical Value):

\$ 1,297,090.70

5. ADDITIVE ALTERNATES

C. ALTERNATE NO. 1 TO BASE BID Additive in accordance with Section 01 20 00.

ADD TO THE BASE BID THE SUM OF:

Fifty-Four Thousand DOLLARS  
(\$ 54,000), including all applicable taxes, permits and  
licenses.

Contractor shall provide all scope associated with programming for the Campus Server. It shall be the responsibility of the Contractor to coordinate with the School District IT for all programming requirements.

D. ALTERNATE NO. 2 TO BASE BID Additive in accordance with Section 01 20 00.

ADD TO THE BASE BID THE SUM OF:

Fifty-Two Thousand DOLLARS  
(\$ 52,000), including all applicable taxes, permits and  
licenses.

Contractor shall provide all scope associated with programming for the Student Server. It shall be the responsibility of the Contractor to coordinate with the School District IT for all programming requirements.

E. ALTERNATE NO. 3 TO BASE BID Additive in accordance with Section 01 20 00.

ADD TO THE BASE BID THE SUM OF:

Fifty One DOLLARS  
(\$ 51,000), including all applicable taxes, permits and  
licenses.

All work in the Contract Documents associated these items shall be included in this Alternate:

- Wireless Access Point (WAP) Devices and all associated boxes, raceways, cables, etc.
- Tel/Data Device and all associated boxes, raceways, cables, etc.
- Work described and listed for existing IDF's on the Telecom plans.

6. TIME FOR COMPLETION: The aggregate sum total work of the Contractor comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **one hundred ninety three (193) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
7. 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 and Twenty Days (120)**.
8. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.
9. 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.)
10. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
11. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
12. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
13. 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.
14. 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.
15. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

1173 N. Patt St., Anaheim, CA 92801

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

Hatem Ibrahim, President

Kinan Kotrash, V. 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 full name.)

17. 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.	825022	A & B	09/30/2013
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.

18. 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.

19. 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.
20. 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.
21. 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.
22. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed as soon as practicable but not later than **one hundred ninety (193) 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)**, and liquidated damages in the amount of **THREE HUNDRED DOLLARS (\$ 300.00)** for each consecutive calendar day of delay for submittals/shop drawing packages received after 35 days from the Notice of Award.
23. 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.

Horizons Construction Co. Int'l, Inc.  
Name of Corporation, Joint Venture, Partnership or Sole Proprietorship

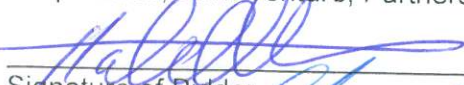
1173 N. Patt St., Anaheim, CA 92801  
Address

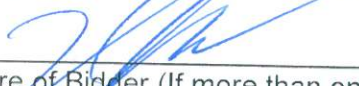
Telephone: (714)626-0000

# Horizons Construction Co. Intl, Inc.

Hatem Ibrahim & Kinan Kotrash

Proper Names of Bidder Empowered to Sign On Behalf of the Corporation, Joint Venture, Partnership or Sole Proprietorship

  
Signature of Bidder Hatem Ibrahim

  
Signature of Bidder (If more than one is required) Kinan Kotrash

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 name and 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 COMPLETED AND SUBMITTED BY BIDDER:

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

1. Bidder's Noncollusion Affidavit ✓
2. Site Visit Certification ✓
3. Certification of Compliance with DVBE Policy ✓
4. Proposed Subcontractors ✓
5. Bid Bond Form ✓
6. Bidder References and Responsibility Information ✓
7. NOT USED
8. Local Business Outreach Program Registration Form, (Voluntary, Not Required with Bid Submission)

*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. General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms



PROJECT NAME: San Gorgonio High School Modernization – Phase 2  
BID NUMBER: # F12-03

## 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	PHONE #	ADDRESS	LICENSE NO.
Data & Electric	Mikes Electric	(618) 744-4661	Van Nuys, CA	518691
Casework	Finishing Touch	(714) 890-9100	Garden Grove, CA	870143
Concrete	Callardoc.	(714) 878-2775	202 E. Flora Santa Ana, CA	926928
HVAC	Aramco Mechanical	(909) 592-8922	561 W. Covina San Dimas, CA	799823
Flooring	Moore Flooring	(909) 628-6111	5497 Vine St. Chino, CA	472436
Acoustical Wall Panels	CHANEY Co.	601- 702-9901	28810 Stanford Ave Valencia, CA	762715
Projector Mounts	Inland Empire Arch. Specialties Inc	<del>783</del> (951) 781-0700	783 Palmyrita Ave Riverside, CA	461106

Horizons Construction Co. Int'l, Inc.  
NAME OF BIDDER

Signature: 

Title: V. President

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

BID COVER SHEET

BID NO.: F12-03

BID DUE: Thursday, March 21, 2013 at 2:00 p.m.

PROJECT NAME:

San Geronio High School Modernization – Phase 2

THE WORK UNDER THIS BID IS A PROJECT OF:

Facilities Management Dept.

BID PACKAGE SUBMITTAL FROM:

BIDDER/  
CONTRACTOR:

M.S. Construction Mgmt. Group

BIDDER TELEPHONE  
& CONTACT PERSON,  
E-MAIL ADDRESS

32565 B Golden LANE # 475 DANA POINT, CA.  
(949) 276-5589 MIKE SAGHAFI (MSCMG@COX.NET) 92629

CONTENTS MUST INCLUDE:

(Please Check Each Box)

Bid Form

Attachments:

1 - Bidder's Noncollusion Affidavit

2 - Site Visit Certification

3 - Certification of Compliance with DVBE Policy

4 - Proposed Subcontractors

5 - Bid Bond Form

6 - Bidder References & Responsibility Information

7 - NOT USED

8 - Local Business Outreach Program Registration Form

(NOTE: LBOP is voluntary – Not required with bid submission)

SUBMIT BID TO:

BID BOX - PURCHASING DEPARTMENT  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
777 NORTH "F" STREET  
SAN BERNARDINO, CA 92410

Each Bidder/Contractor must complete the information on this sheet and affix this sheet to the outside of their bid envelope by gluing or taping.

PROJECT NAME: San Gorgonio High School Modernization – Phase 2

BID NUMBER: # F12-03

### BID FORM

TO: **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: M.S. Construction Mgmt. Group  
(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: San Gorgonio High School Modernization - Phase 2 (Bid #F12-03).**

#### 2. ADDENDA AND SUPPLEMENTAL WORK SCOPES

The undersigned has thoroughly examined any and all Addenda and Supplemental Work Scopes (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)*

**San Gorgonio High School Modernization - Phase 2 (Bid #F12-03).**

Supplemental Work Scopes  
Volume 2 of 2      DATE ISSUED 2/18/13      DATE RECEIVED 3/18/13

ADDENDUM NO. 1      DATE ISSUED 3/12/13      DATE RECEIVED 3/18/13

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

3. Unforeseen Conditions: \$150,000

4. BASE BID FOR San Gorgonio High School Modernization - Phase 2

A. San Gorgonio High School  
Modernization - Phase 2

\$ 1,405,000

B. Allowance:

\$ 150,000

**TOTAL COMBINED BASE BID PRICE OF MODERNIZATION AND ALLOWANCE AT  
San Gorgonio High School Modernization - Phase 2**

ONE MILLION FIVE HUNDRED FIFTY FIVE THOUSAND DOLLARS

**Total Combined Base Bid Price (Sum of A + B):  
(Numerical Value):**

\$ 1,555,000

5. ADDITIVE ALTERNATES

C. ALTERNATE NO. 1 TO BASE BID Additive in accordance with Section 01 20 00.

**ADD TO THE BASE BID THE SUM OF:**

Forty THOUSAND DOLLARS DOLLARS  
(\$ 40,000.00), including all applicable taxes, permits and licenses.

Contractor shall provide all scope associated with programming for the Campus Server. It shall be the responsibility of the Contractor to coordinate with the School District IT for all programming requirements.

D. ALTERNATE NO. 2 TO BASE BID Additive in accordance with Section 01 20 00.

**ADD TO THE BASE BID THE SUM OF:**

Forty Nine THOUSAND EIGHT HUNDRED DOLLARS  
(\$ 49,800.00), including all applicable taxes, permits and licenses.

Contractor shall provide all scope associated with programming for the Student Server. It shall be the responsibility of the Contractor to coordinate with the School District IT for all programming requirements.

E. ALTERNATE NO. 3 TO BASE BID Additive in accordance with Section 01 20 00.

**ADD TO THE BASE BID THE SUM OF:**

Two Million Three HUNDRED NINETY THOUSAND DOLLARS  
(\$ 2,390,000), including all applicable taxes, permits and licenses.

All work in the Contract Documents associated these items shall be included in this Alternate:

- Wireless Access Point (WAP) Devices and all associated boxes, raceways, cables, etc.
- Tel/Data Device and all associated boxes, raceways, cables, etc.
- Work described and listed for existing IDF's on the Telecom plans.

6. TIME FOR COMPLETION: The aggregate sum total work of the Contractor comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **one hundred ninety three (193) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
7. 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 and Twenty Days (120)**.
8. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.
9. 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.)
10. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
11. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
12. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
13. 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.
14. 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.
15. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

M.S. CONSTRUCTION MGMT. GROUP  
32565 B Golden LANTERN #475 DANA POINT, CA. 92629

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

MIKE SAGHAZI PRESIDENT

HANAH SAGHAZI SECRETARY

"M.S. CONSTRUCTION MGMT. GROUP"

(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 full name.)

17. 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>721738</u>	<u>A, B, HA2</u>	<u>April 2014</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) 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.

18. 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.



19. 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.
20. 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.
21. 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.
22. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed as soon as practicable but not later than **one hundred ninety (193) 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)**, and liquidated damages in the amount of **THREE HUNDRED DOLLARS (\$ 300.00)** for each consecutive calendar day of delay for submittals/shop drawing packages received after 35 days from the Notice of Award.
23. 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.

M.S. Construction MGMT. Group

Name of Corporation, Joint Venture, Partnership or Sole Proprietorship

32565 B Golden LANTERN #475 DANA POINT, CA.  
Address 92629

Telephone: (949) 276-5589

MIKE SAGHARI  
Proper Names of Bidder Empowered to Sign On Behalf of the Corporation, Joint Venture, Partnership or Sole Proprietorship

[Signature]  
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 name and 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 COMPLETED AND SUBMITTED BY BIDDER:**

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

1. Bidder's Noncollusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond Form
6. Bidder References and Responsibility Information
7. NOT USED
8. Local Business Outreach Program Registration Form, (Voluntary, Not Required with Bid Submission)

***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. General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

**PROJECT NAME:** San Gorgonio High School Modernization – Phase 2  
**BID NUMBER:** # F12-03

## **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.

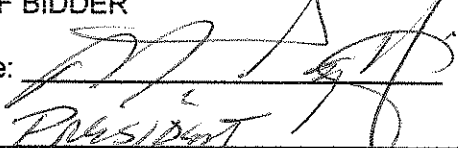
Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

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	PHONE #	ADDRESS	LICENSE NO.
ELECTRICAL	M.S. Quality Elec.	(949) 305-3545	SACRAMENTO, CA.	567915
SCOREBOARDS	SUNRISE Electric	(951) 966-3700	MORENO VALLEY CA.	536114
PAINTING	UNIVERSAL PAINTING	(714) 206-6794	RIVERSIDE, CA.	733808
T-BAR ceiling	EXCEL Acoustics	(951) 371-5500	CORONA, CA.	724511
DOORS, Frame, Hardware	Construction Hardware	(909) 544-9093	Pomona, CA.	
Fencing	Wolfhain's Fence	(862) 948-2030	LA HABRA, CA.	870586
Fire Sprinkler Syst.	VFS	(714) 778-6070	ANAHAIM, CA.	689284
CASEWORK	WOODCRAFT Company	(619) 671-9663	SAN DIEGO, CA.	94315
CERAMIC TILE	CHARLES McEandless Tile Contractors	(714) 542-4433	SANTA ANA, CA	196900
MARKER BOARDS	Nelson Adams	(877) 810-4080 <del>(714) 810-5555</del>	RANCHO CUCAMONGA	971118
Plumbing	HANK & SONS Plumbing	(909) 524-2906	Pomona, CA.	867480

M.S. Construction Group  
 NAME OF BIDDER  
 Signature:   
 Title: PRESIDENT

## DESIGNATION OF SUBCONTRACTORS

PORTION OF WORK	SUBCONTRACTOR	PHONE #	ADDRESS	LICENSE NO.

*M.S. Construction Management Group*  
 \_\_\_\_\_  
 NAME OF BIDDER  
 Signature: \_\_\_\_\_  
 Title: *PRESIDENT*

PROJECT NAME: San Gorgonio High School Modernization – Phase 2  
BID NUMBER: # F12-03

### BID FORM

TO: **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, acting by and through its Governing Board, herein called the "DISTRICT."

FROM: D & M MARTIN 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: San Gorgonio High School Modernization - Phase 2 (Bid #F12-03).**

#### 2. ADDENDA AND SUPPLEMENTAL WORK SCOPES

The undersigned has thoroughly examined any and all Addenda and Supplemental Work Scopes (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)*

**San Gorgonio High School Modernization - Phase 2 (Bid #F12-03).**

Supplemental Work Scopes

Volume 2 of 2      DATE ISSUED 2-18-13      DATE RECEIVED 2-18-13

ADDENDUM NO. 1      DATE ISSUED 3-12-13      DATE RECEIVED 3-12-13

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

3. Unforeseen Conditions: \$150,000
4. BASE BID FOR San Gorgonio High School Modernization - Phase 2

- A. San Gorgonio High School Modernization - Phase 2 \$ 1,647,000.-
- B. Allowance: \$ 150,000

TOTAL COMBINED BASE BID PRICE OF MODERNIZATION AND ALLOWANCE AT San Gorgonio High School Modernization - Phase 2

One Million Seven Hundred Twenty-seven Thousand

Total Combined Base Bid Price (Sum of A + B):  
(Numerical Value): ~~\$1,797,000.-~~ \$1,797,000.-

5. ADDITIVE ALTERNATES

- C. ALTERNATE NO. 1 TO BASE BID Additive in accordance with Section 01 20 00.

ADD TO THE BASE BID THE SUM OF: 1,000,000. One Hundred Thousand  
~~(\$1,000,000. - 1,000,000)~~ DOLLARS  
(\$1,000,000. - 1,000,000), including all applicable taxes, permits and licenses.

Contractor shall provide all scope associated with programming for the Campus Server. It shall be the responsibility of the Contractor to coordinate with the School District IT for all programming requirements.

- D. ALTERNATE NO. 2 TO BASE BID Additive in accordance with Section 01 20 00.

ADD TO THE BASE BID THE SUM OF: One Hundred Thousand Dollars DOLLARS  
(\$1,000,000. 1,000,000), including all applicable taxes, permits and licenses.

Contractor shall provide all scope associated with programming for the Student Server. It shall be the responsibility of the Contractor to coordinate with the School District IT for all programming requirements.

- E. ALTERNATE NO. 3 TO BASE BID Additive in accordance with Section 01 20 00.

ADD TO THE BASE BID THE SUM OF: Two Million DOLLARS  
(\$2,000,000), including all applicable taxes, permits and licenses.

All work in the Contract Documents associated these items shall be included in this Alternate:

- Wireless Access Point (WAP) Devices and all associated boxes, raceways, cables, etc.
- Tel/Data Device and all associated boxes, raceways, cables, etc.
- Work described and listed for existing IDF's on the Telecom plans.



6. TIME FOR COMPLETION: The aggregate sum total work of the Contractor comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **one hundred ninety three (193) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
7. 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 and Twenty Days (120)**.
8. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.
9. 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.)
10. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
11. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
12. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
13. 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.
14. 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.
15. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

D & M MARTIN CONSTRUCTION, INC. PO BOX 5007  
CRESTLINE CA 92325

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

MICHAEL MARTIN - PRES.

(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 full name.)

17. 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>757977</u>	<u>B</u>	<u>1-31-2014</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) 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.

18. 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.

19. 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.
20. 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.
21. 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.
22. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed as soon as practicable but not later than **one hundred ninety (193) 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)**, and liquidated damages in the amount of **THREE HUNDRED DOLLARS (\$ 300.00)** for each consecutive calendar day of delay for submittals/shop drawing packages received after 35 days from the Notice of Award.
23. 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.

D & M MARTIN CONSTRUCTION, INC.


Name of Corporation Joint Venture, Partnership or Sole Proprietorship

PO Box 5009 CRESTLINE CA 92325

Address

Telephone: 909-338-1348

MICHAEL MARTIN D&M MARTIN CONST. INC.  
Proper Names of Bidder Empowered to Sign On Behalf of the  
Corporation, Joint Venture, Partnership or Sole Proprietorship

  
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 name and 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 COMPLETED AND SUBMITTED BY BIDDER:**

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

1. Bidder's Noncollusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond Form
6. Bidder References and Responsibility Information
7. NOT USED
8. Local Business Outreach Program Registration Form, (Voluntary, Not Required with Bid Submission)

***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. General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

**PROJECT NAME:** San Gorgonio High School Modernization – Phase 2  
**BID NUMBER:** # F12-03

## **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	PHONE #	ADDRESS	LICENSE NO.
PAINTING	Triumph	951 680 9930	Riverside	440957
ELECTRICAL	Kingston	310 403 3603	Porter Ranch	648327
MARKERBOARDS	ABC	951 817 2200	Corona	267316
FLOORING	Mike's Custom	909 335 0400	Redlands	426696
TEGUM PANELS	KD Acoustics	951 682 6233	Riverside	756879
TENNIS COURTS	California Surfing	909 621 2195	Claremont	404352
LIBRARY CANTAS	Yamada	800 444 4594	Huntington beach	582159
Projector Equipt.	IDEAS	951 781 0700	Riverside	461106
Bencong	Alcorn	951 685 5871	Riverside	562433

D & M MARTIN CONSTRUCTION, INC.  
 NAME OF BIDDER

Signature: *Michael W. Martin*

Title: PRESIDENT