



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>

Planwell Website Bid Results/Info Postings: Public Planroom by bid number: www.c2repro.com

	CONTRACTOR (Name, City, State)	Contract One	Contract Two	Total Bid Price
1	FATA CONSTRUCTION AND DEVELOPMENT, RIVERSIDE, CA	\$ 401,000.00	\$ 86,200.00	\$ 487,200.00
2	THE NAZERIAN GROUP, ENCINO, CA	\$ 444,123.00	\$ 70,000.00	\$ 514,123.00
3	R.C. CONSTRUCTION SERVICES, INC., RIALTO, CA	\$ 463,100.00	\$ 58,600.00	\$ 521,700.00
4	SHANKS ELECTRIC CORPORATION, HELENDALE, CA	\$ 464,650.00	\$ 70,650.00	\$ 535,300.00
5	AVI-CON, INC., DBA C A CONSTRUCTION, RIVERSIDE, CA	\$ 487,000.00	\$ 73,000.00	\$ 560,000.00
6	DALKE & SONS CONSTRUCTION, INC., RIVERSIDE, CA	\$ 518,680.00	\$ 50,000.00	\$ 568,680.00
7	NORSE, COSTA MESA, CA	\$ 518,515.00	\$ 74,332.00	\$ 592,847.00
8	G.A. DOMINGUEZ, ESCONDIDO, CA	\$ 524,400.00	\$ 74,400.00	\$ 598,800.00
9	R. JENSEN CO. INC., NORCO, CA	\$ 535,000.00	\$ 92,000.00	\$ 627,000.00
10	BRAUGHTON CONSTRUCTION, INC., RANCHO CUCAMONGA, CA	\$ 571,862.00	\$ 69,830.00	\$ 641,692.00
11	ROADWAY ENGINEERING & CONTRACTING, INC., MIRA LOMA, CA	\$ 576,724.00	\$ 73,010.00	\$ 649,734.00
12	HARIK CONSTRUCTION, INC.,	\$ 583,000.00	\$ 74,000.00	\$ 657,000.00
13	1ST CALIFORNIA CONSTRUCTION, INC., ARCADIA, CA	\$ 587,155.00	\$ 81,425.00	\$ 668,580.00
14	F.E.C. ELECTRIC INC., REDLANDS, CA	\$ 613,000.00	\$ 82,000.00	\$ 695,000.00
15	YOUNG CONTRACTORS, INC., RIVERSIDE, CA	\$ 615,000.00	\$ 156,000.00	\$ 771,000.00
16	PACIFIC MH CONSTRUCTION, INC. CORONA, CA	\$ 650,739.76	\$ 133,116.04	\$ 783,855.80

BID FORM

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

FROM: Fata Construction and development
(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: Interim Housing for Lytle Creek Elementary School

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>10/19/13</u>
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

3. BASE BID:

See Sheet T2.0 for scope of work at contract one and contract two.

A.	<u>Contract One (Numerical Value):</u>	<u>\$401,000.00</u>
B.	<u>Contract Two (Numerical Value):</u>	<u>\$86,200.00</u>
	<u>TOTAL BID PRICE (A.+B.) (Numerical Value):</u>	<u>\$487,200</u>
	<u>TOTAL BID PRICE (A.+B.) (in Words):</u>	<u>Four hundred eighty-seven thousand two hundred dollars</u>

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

Lytle Creek - Interim Housing - Forty-five (45) consecutive calendar days

from the date specified in the Notice to Proceed. 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 and twenty (120) days**.

7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the total bid is attached hereto.

8. NOT USED

9. NONCOLLUSION DECLARATION: The required Bidder's Noncollusion Declaration 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.

13. SUBSTITUTION REQUEST FORM: The Substitution Request Form is attached hereto.

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.

Fata Construction 19135 Vintage Woods Dr
Riverside, CA 92508

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

Antoun Fata

Adma Fata

(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.)

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>550283</u>	<u>A, B, HAZ</u>	<u>1/31/14</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 within (see section 5. above) **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 **TWO THOUSAND DOLLARS (\$ 2,000.00)**.

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.

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.

24. FALSE CLAIMS: The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment

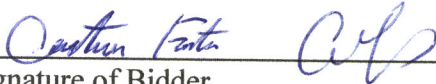
The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Fata Construction and Development
Name of Corporation, Partnership or Sole Proprietor

19135 Vintage Woods Dr. Riverside, CA 92508
Address

Telephone: (951) 786-8126

Anton Fata
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 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.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

To be submitted with Bid Form. Refer to Information for Bidders.

1. Bidder's Noncollusion 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. Substitution Request Form

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

1. Certificate Regarding Worker's Compensation
2. Acknowledgement of Bidding Practices Regarding Indemnity
3. Drug-Free Work Place Certification
4. Statement of Intent to Meet DVBE Participation Goal
5. Faithful Performance Bond Form
6. Payment Bond Form

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, license number 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 District concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, license number, 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.

DESIGNATION OF SUBCONTRACTORS FORM

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Electrical	BuB Electric	951-781-7139 3011 Vine st #B Riverside, CA 92507	565044
Electrical	Cal Electric	323-542-4783 215 S Roscommon fire Los Angeles, CA 90022	648177
Data Systems	NU Cabling	951-415-8824 340 S Lemon Ave #8722 Walnut, CA 91789	980215
Fire Alarm	ENKO Systems	909-885-7771 1001 S Arrowhead Ave San Bernardino, CA 92408	691828

Fata Construction
NAME OF BIDDER

Signature: Autin Fata Owner

Title: Owner

BID FORM

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

FROM: THE NAZERIAN 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: Interim Housing for Lytle Creek Elementary School

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>10-18-2013</u>
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

3. BASE BID:

See Sheet T2.0 for scope of work at contract one and contract two.

A. Contract One (Numerical Value): \$ 444,123.00

B. Contract Two (Numerical Value): \$ 70,000.00

TOTAL BID PRICE (A.+B.) (Numerical Value): \$ 514,123.00

TOTAL BID PRICE (A.+B.) (in Words): Five hundred and fourteen thousand one hundred ~~two~~ twenty three.

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

Lytle Creek - Interim Housing - Forty-five (45) consecutive calendar days

from the date specified in the Notice to Proceed. 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 and twenty (120) days**.

7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the total bid is attached hereto.

8. NOT USED

9. NONCOLLUSION DECLARATION: The required Bidder's Noncollusion Declaration 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.

13. SUBSTITUTION REQUEST FORM: The Substitution Request Form is attached hereto.

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.

16218 VENTURA BLVD. #7

ENICNO, CA 91436

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

VARTAN NAZERIAN, PRESIDENT

ALICE NAZERIAN, SECRETARY

(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.)

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>787198</u>	<u>A</u>	<u>11/30/2014</u>
2.	<u>787198</u>	<u>B</u>	<u>11/30/2014</u>
3.	<u>787198</u>	<u>C10</u>	<u>11/30/2014</u>
4.	<u>787198</u>	<u>C15</u>	<u>11/30/2014</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 within (see section 5. above) **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 **TWO THOUSAND DOLLARS (\$ 2,000.00)**.

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.

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.

24. FALSE CLAIMS: The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment

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

THE NAZERIAN GROUP

Name of Corporation, Partnership or Sole Proprietor


16218 VENTURA BLVD. #7 ENCINO, CA 91436

Address

Telephone: **818-990-5115**

VARTAN NAZERIAN

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 Information for Bidders.

1. Bidder's Noncollusion 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. Substitution Request Form

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

1. Certificate Regarding Worker's Compensation
2. Acknowledgement of Bidding Practices Regarding Indemnity
3. Drug-Free Work Place Certification
4. Statement of Intent to Meet DVBE Participation Goal
5. Faithful Performance Bond Form
6. Payment Bond Form

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, license number 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 District concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, license number, 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.

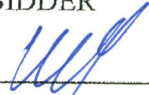
Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to

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.

DESIGNATION OF SUBCONTRACTORS FORM

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Portable Relocation	HM Const	909 463 2067 6676 Palmdale Place	597866
Low Voltage/Communications	J + B Comm.	310 973 0145 15424 Hawthorne Blvd.	923645
Fire Alarm	Pyrolynx	310 735 7906 23502 Delford Ave	885908
Fencing	FENSCO	28519 9970 697 Wilson Place	940596
Electrical	CLA Elec.	4689 Eagle Rock Blvd (323) 259-0299	960633
Painting	Mariscal Painting	(626) 454-4961 9220 Klingerman St.	899391

VARTAN NAZERIAN
 NAME OF BIDDER
 Signature: 
 Title: PRESIDENT

BID FORM

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

FROM: Robert Clapper Construction Services, Inc.
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having 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: Interim Housing for Lytle Creek Elementary School

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>10/21/13</u>
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

3. BASE BID:

See Sheet T2.0 for scope of work at contract one and contract two.

A. Contract One (Numerical Value): 463,100
B. Contract Two (Numerical Value): 58,600
TOTAL BID PRICE (A.+B.) (Numerical Value): 521,700
TOTAL BID PRICE (A.+B.) (in Words): ~~Five Hundred~~ 521,700 (mm)

FIVE HUNDRED & TWENTY ONE THOUSAND
SEVEN HUNDRED

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

Lytle Creek - Interim Housing - Forty-five (45) consecutive calendar days

from the date specified in the Notice to Proceed. 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 and twenty (120) days**.

7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the total bid is attached hereto.

8. NOT USED

9. NONCOLLUSION DECLARATION: The required Bidder's Noncollusion Declaration 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.

13. SUBSTITUTION REQUEST FORM: The Substitution Request Form is attached hereto.

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.

2223 N. Locust Ave.

Rialto, CA 92377

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

Robert Clapper Construction Services, Inc.

Robert W. Clapper - President

Rebecca A. Clapper - Secretary

(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.)

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>716719</u>	<u>B, C-8</u>	<u>12/31/13</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 within (see section 5. above) **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 **TWO THOUSAND DOLLARS (\$ 2,000.00)**.

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.

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.

24. FALSE CLAIMS: The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment

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

Robert Clapper Construction Services, Inc.
Name of Corporation, Partnership or Sole Proprietor

2223 N. Locust Ave., Rialto, CA 92377
Address

Telephone: (909) 829-3688

Robert W. Clapper - 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 Information for Bidders.

1. Bidder's Noncollusion 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. Substitution Request Form

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

1. Certificate Regarding Worker's Compensation
2. Acknowledgement of Bidding Practices Regarding Indemnity
3. Drug-Free Work Place Certification
4. Statement of Intent to Meet DVBE Participation Goal
5. Faithful Performance Bond Form
6. Payment Bond Form

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, license number 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 District concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, license number, 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.

DESIGNATION OF SUBCONTRACTORS FORM

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
EARTHWORK	ED GRAVES	909-987 1144 8148 SURREY CREEK AVE ALTA LOMA, CA	#400167
AC PAVING	PLG PAVING	2926 W. 151 STREET SANTA ANA, CA 714-541-7200	# 867440
MODULAR BLDG. RELOCATE	4M	13454 CALIFORNIA ST. YUCLIPPA 909-7951613	#277911
PAINTING	PA CONTINGS PENNSYLVANIA	714-276-2764 COMMERCIAL CTR TEMECULA 951-800-8800	# 986689
ELECTRICAL ELECTRICAL	TRI-POWER TRI-POWER ELECTRIC	1211 N. LA LOMA ANAHEIM CA 714-630-6445	#723185
LOW-VOLTAGE	BNKD SYSTEMS	1001 S. ARROWHEAD SAN BERNARDINO 885-7721	#691828
CHAW LINK FENCE			
CHAW LINK FENCE	ECONO FENCE	5201 5201 DEWLEY RIVERSIDE 951-685-5000	#337734

R. C. Construction Services, Inc.

NAME OF BIDDER

Signature: 

Title: Robert W. Clapper - President