



**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](http://www.c2repro.com)

	<b>CONTRACTOR (Name, City, State)</b>	<b>BID AMOUNT</b>
1	R.C. CONSTRUCTION SERVICES, INC., RIALTO, CA	2,588,000.00
2	INTERLOG CORPORATION DBA INTERLOG CONSTRUCTION, ANAHEIM, CA	2,600,000.00
3	HARIK CONSTRUCTION, INC., GLENDORA, CA	2,667,000.00
4	OAKVIEW CONSTRUCTORS, INC., CALIMESA, CA	2,668,000.00
5	CONSTRUCT 1 ONE, CORP., TUSTIN, CA	2,689,528.00
6	WOODCLIFF CORPORATION, LOS ANGELES, CA	2,756,000.00
7	DALKE & SONS CONSTRUCTION, INC., RIVERSIDE, CA	2,757,480.00
8	JRH CONSTRUCTION COMPANY, INC., TUSTIN, CA	2,768,508.00
9	FATA CONSTRUCTION AND DEVELOPMENT, RIVERSIDE, CA	2,787,400.00
10	M.S. CONSTRUCTION MGMNT GROUP, DANA POINT, CA	2,792,595.00
11	ANGELES CONTRACTOR, INC., BUENA PARK, CA	2,811,000.00
12	HINKLEY AND ASSOCIATES, INC., HIGHLAND, CA	2,892,317.00
13	CAL CITY CONSTRUCTION, INC., CERRITOS, CA	2,919,000.00
14	CHALMERS CONSTRUCTION SERVICES, INC., LA CRESCENTA, CA	2,970,000.00
15	G2K CONSTRUCTION , INC., AGOURA HILLS, CA	2,996,000.00
16	PCN3, INC., LOS ALAMITOS, CA	3,047,000.00
17	AWI BUILDERS, INC., GLENDALE, CA	3,491,000.00

PROJECT NAME CDS Complex  
Community Day School

BID NUMBER F13-04R

**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: CDS Complex, Community Day 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>03/20/14</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>03/24/14</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>03/25/14</u>

Allowance: The following amount shall be added to the Base Bid. Refer to section 01 20 00 Allowance for description of work. \$ 170,000

3. BASE BID including Allowance (Numerical Value): 2,588,000.-

**BID AMOUNTS**

SBCUSD: CDS Complex  
Community Day School  
Job Number P41

Bid Form

Item	DESCRIPTION	LUMP SUM BID
3.1	BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$2,418,000
3.2	ALLOWANCES (Amount in Numbers)	\$170,000
3.3	TOTAL BASE BID INCLUDING ALLOWANCES (3.1+3.2) (Amount in Numbers)	\$2,588,000

TOTAL BASE BID (including Allowances) AMOUNT IN WORDS  
Two million five hundred eighty eight thousand dollars

Bid Award based on Bid plus Alternates, taken in order below as District funds allow.

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

- Alternate 1 (Add/Deduct) \* N/A
- Alternate 2 (Add/Deduct) \* N/A
- Alternate 3 (Add/Deduct) \* N/A
- Alternate 4 (Add/Deduct) \* N/A
- Alternate 5 (Add/Deduct) \* N/A

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

5. **TIME FOR COMPLETION:** The aggregate sum total work of each individual prime Contractor to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **ninety (90) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.

6. **DISTRICT'S RIGHT TO REJECT:** It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **ninety (90) days**.

7. **BID SECURITY:** The required bid security in the amount of not less than ten percent

(10%) of the bid is attached hereto.

8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a fully executed Form of Agreement (Contract) in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.
14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

2223 N. Locust Ave., Rialto, CA 92377

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

Robert Clapper Construction Services, Inc.

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Robert W. Clapper - President

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Rebecca A. Clapper - Secretary

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

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

	License No.	Classification	Expiration Date
1.	<u>716719</u>	<u>B, C-8</u>	<u>12/31/15</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.

17. FORFEITURE OF SECURITY: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
18. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within Ninety (90) 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.

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

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

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

2223 N. Locust Ave., Rialto, CA 92377

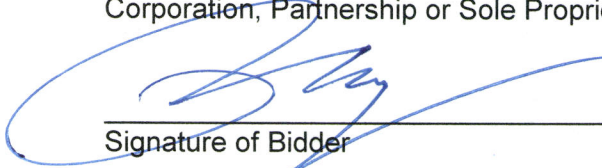
SBCUSD: CDS Complex  
Community Day School  
Job Number P41

Bid Form

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.

PROJECT NAME      Community Day School  
BID NUMBER        F13-04 R

## 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.

SBCUSD: CID Complex  
Community Day School

Job Number: P41

Attachment No. 4 to Bid Form

1 of 3

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

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

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

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

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

**DESIGNATION OF SUBCONTRACTORS**

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Hvac	Franklin Mechanical	951 845-1000 185 W. 4th St Beaumont	761887
Fire Sprinklers	Skyline	951-734-8504 2824 Case Pr. Corona	766313
Site Utilities	Becker Pipeline	909 659 6720 185 77 Krameria, Riverside	676843
Modular Relocation	Pacific MH Construction	951 737 8277 13551 Magnolia, Corona	802662
Electrical	Tripower Elec	1211 La Loma Cr. Anaheim 714 630 6445	723185
Plumbing	DSI Plumbing	562-945-4169 11959 Rivera Rd. Santa Fe Springs	732808
Paints / Intumescent	Triumph Paint	3234 Orange, Riverside 951 680 9930	440957
Floor Covering	New image Flooring	395 industrial, San Ber. 909 796 3400	814854
Grading <del>Demolition</del>	Ed Graves	8148 Siré Lane alta loma 909 987 1144	400167
GC Paving	Terrapave	1211 Rivera Rd 562 693 7283	456836

R. C. Construction Services, Inc.

NAME OF BIDDER

Signature: 

Title: Robert W. Clapper - President



**DESIGNATION OF SUBCONTRACTORS**

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Fences / Gates	Team West	951-340 3426 1611 Jenks Corona	934352
Structural Steel	Barbed's Welding	909 240 7600 2026 Cashew Wildomar	957802
Landscaping	Worthington	951 734 4950 1328 Pico Corona	714836
Rough Carpentry	Roberts Construction	1778 4th St. Norco 951 737 3651	755724 <del>759811</del> /c
Casework	DHK Solution	1500 W. McKinley 626 969 0832	853285
Sheet Metal	Valencia	818 296 5005 10576 Ulex ave Pacoima	<del>88</del> 500855
Insulation	Alcal	951 231 6701 1614 Malbona Riverside	815286
Acoustic Ceiling	Kd Acoustic	951 682 6123 15 Commercial ave Riverside	756879
Demo	DSI	951 737 2077 PO Box 21994 Corona	936836
Rebar	Quality	13275 Greg Roway 858-748-8400	684317

R. C. Construction Services, Inc.

NAME OF BIDDER

Signature: 

Title: Robert W. Clapper - President

SBCUSD: CID Complex  
Community Day School

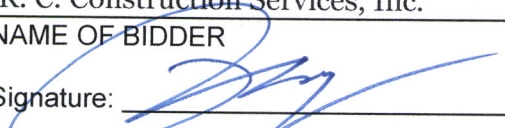
Job Number: P41

Attachment No. 4 to Bid Form

3 of 3

DESIGNATION OF SUBCONTRACTORS

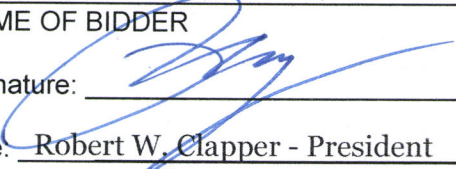
Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Pryman	Caston	354 Owl St. San 909 381 1619	733766

R. C. Construction Services, Inc.  
NAME OF BIDDER  
Signature:   
Title: Robert W. Clapper - President



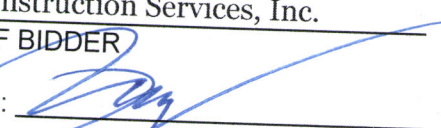
DESIGNATION OF SUBCONTRACTORS

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

R. C. Construction Services, Inc.  
NAME OF BIDDER  
Signature:   
Title: Robert W. Clapper - President

**DESIGNATION OF SUBCONTRACTORS**

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

R. C. Construction Services, Inc.  
 NAME OF BIDDER  
 Signature:   
 Title: Robert W. Clapper - President

SBCUSD: CID Complex  
 Community Day School  
 Job Number: P41



PROJECT NAME CDS Complex  
Community Day School

BID NUMBER F13-04R

**BID FORM**

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

FROM: Interlog Corp dba Interlog Construction  
(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: CDS Complex, Community Day 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>3/20/2014</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>3/24/2014</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>3/26/2014</u>

Allowance: The following amount shall be added to the Base Bid. Refer to section 01 20 00 Allowance for description of work. \$ 176,000.00

3. BASE BID including Allowance (Numerical Value): \$ 2,600,000.00

**BID AMOUNTS**



Item	DESCRIPTION	LUMP SUM BID
3.1	BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 2,430,000. <sup>00</sup>
3.2	ALLOWANCES (Amount in Numbers)	\$170,000
3.3	TOTAL BASE BID INCLUDING ALLOWANCES (3.1+3.2) (Amount in Numbers)	\$ 2,600,000. <sup>00</sup>

TOTAL BASE BID (including Allowances) AMOUNT IN WORDS two million, six hundred thousand

Bid Award based on Bid plus Alternates, taken in order below as District funds allow.

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

Alternate 1 (Add/Deduct) \* N/A

Alternate 2 (Add/Deduct) \* N/A

Alternate 3 (Add/Deduct) \* N/A

Alternate 4 (Add/Deduct) \* N/A

Alternate 5 (Add/Deduct) \* N/A

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

5. TIME FOR COMPLETION: The aggregate sum total work of each individual prime Contractor to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **ninety (90) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay..
6. DISTRICT'S RIGHT TO REJECT: It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **ninety (90) days**.
7. BID SECURITY: The required bid security in the amount of not less than ten percent



(10%) of the bid is attached hereto.

8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
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14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

1295 N. Knollwood Cir. Anaheim CA 92801

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

Justin Kwon, President

Lena Kwon, 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.)

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

	License No.	Classification	Expiration Date
1.	<u>946823</u>	<u>B, C15, C33, C51</u>	<u>5/31/2014</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.

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18. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.



19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within Ninety (90) 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.

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

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

Interlog Corp. dba Interlog Construction  
Name of Corporation, Partnership or Sole Proprietor

1295 N. Knollwood Cir. Anaheim CA 92801

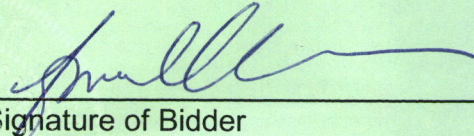


Address 12915 N. Knollwood Circle, Anaheim, CA 92801

Telephone: 714) 529-1130

Justin Kwon

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.



**DESIGNATION OF SUBCONTRACTORS**

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Fire Sprinklers	Saehan Fire Protection	562) 921-8252 8024 Cole St. Downey CA 90242	815196
Site Utilities	Rodriguez Bros.	909) 923-2837 2023 S. Bonview Ave	670969
Signs	A Good Sign	714) 444-4466 2110 S. Susan St Santa Ana CA 92704	956088
Demo & Concrete	HVK Enterprises	714) 701-9458 4352 Lakeview Ave Yorba Linda CA 92886	301390
Fire Alarm / Low Voltage	Ento Systems	909) 885-7771 1001 S. Arrowhead Ave San Bernardino CA 92408	691828
Toilet Accessories	VTL Enterprises	Anaheim CA 92806 714-817-9631	830286
Acoustic	Excel Acoustics	(751) 371-5500 357 N. Sheridan St. #116 Corona, CA 92880	724511
Asphalt & Pavement	Bens Asphalt	714) 540-1700 2200 S. Yale St. Santa Ana CA 92704	668417
Mobile	West Coast Modular Bldgs.	1101 California Ave #100 Corona CA 92881	970101
Landscape	Tribe	Brea CA 92821 909) 721-0927	699101
Fence	TWC	951-340-3426 1611 Jenks Dr. Corona CA 92882	934352
Cabinet	DHK Solutions Inc	626-969-0832 1500 W. McKinley St Azusa CA 91702	853285

Interlog Corp. dba Interlog Construction  
NAME OF BIDDER

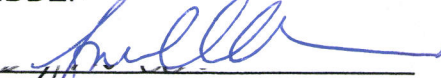
Signature: 

Title: President

**DESIGNATION OF SUBCONTRACTORS**

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
HVAC	West Tech Mechanical	Montclair CA 91763 (909) 635-1170	597398
Electrical	MG Electric	(213) 926-4362 Torrance CA 90503	944790
Floors	Moore Flooring	(909) 628-6111 5197 Vibe St. Chino CA 91710	472435
Metals/Door	HIM Service Inc	Brea CA 92821 714) 990-8711	958098
Plumbing	Dave Miller Plumbing	Glendora, CA 91741 626) 372-3665	720581

Interlog Corp. dba Interlog Construction  
 NAME OF BIDDER

Signature: 

Title: President



**PROJECT NAME** CDS Complex  
Community Day School

**BID NUMBER** F13-04R

**BID FORM**

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

**FROM:** Harik 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:** CDS Complex, Community Day 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>March 20, 2014</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>March 24, 2014</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>March 25, 2014</u>

Allowance: The following amount shall be added to the Base Bid. Refer to section 01 20 00 Allowance for description of work. \$170,000

3. *BASE BID including Allowance (Numerical Value):* 2,667,000

*BID AMOUNTS*

Item	DESCRIPTION	LUMP SUM BID
3.1	BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 2,497,000. <sup>00</sup>
3.2	ALLOWANCES (Amount in Numbers)	\$170,000
3.3	TOTAL BASE BID INCLUDING ALLOWANCES (3.1+3.2) (Amount in Numbers)	\$ 2,667,000. <sup>00</sup>

TOTAL BASE BID (including Allowances) AMOUNT IN WORDS Two Million Six hundred Sixty Seven thousand dollars

Bid Award based on Bid plus Alternates, taken in order below as District funds allow.

4. **ALTERNATES:** (If applicable) The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Refer to Section 01030 Alternates for description of work.
- Alternate 1 (Add/Deduct) \* \_\_\_\_\_
  - Alternate 2 (Add/Deduct) \* \_\_\_\_\_
  - Alternate 3 (Add/Deduct) \* \_\_\_\_\_
  - Alternate 4 (Add/Deduct) \* \_\_\_\_\_
  - Alternate 5 (Add/Deduct) \* \_\_\_\_\_

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

5. **TIME FOR COMPLETION:** The aggregate sum total work of each individual prime Contractor to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **ninety (90) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay..
6. **DISTRICT'S RIGHT TO REJECT:** It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **ninety (90) days**.

7. **BID SECURITY:** The required bid security in the amount of not less than ten percent

(10%) of the bid is attached hereto.

8. **PROPOSED SUBCONTRACTORS:** The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. **NONCOLLUSION AFFIDAVIT:** The required notarized Bidder's Noncollusion Affidavit is attached hereto.
10. **SITE VISIT CERTIFICATION:** The required Site Visit Certification is attached hereto.
11. **DVBE CERTIFICATION:** The required Certification of Compliance with DVBE Policy is attached hereto.
12. **CRIMINAL BACKGROUND CHECK CERTIFICATION:** The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project in accordance with the Notice Inviting Bids.
13. **FAITHFUL PERFORMANCE AND PAYMENT BOND:** It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a fully executed Form of Agreement (Contract) in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.
14. **PROPER ADDRESS:** Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

175 W. Arrow Highway, Glendora, CA 91740

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

Harik Construction, Inc.

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Chaker Mustapha, President

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Chaker Mustapha, Secretary

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19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within Ninety (90) 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.

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

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

Harik Construction, Inc.

Name of Corporation, Partnership or Sole Proprietor

175 W. Arrow Highway, Glendora, CA 91740



Address

Telephone: 626-859-0011

Chaker Mustapha  
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.



**PROJECT NAME**      **Community Day School**  
**BID NUMBER**        **F13-04R**

## **ATTACHMENT NO. 4 TO BID FORM**

### **PROPOSED SUBCONTRACTORS**

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

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to a prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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

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

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

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified and licensed to perform that portion himself per the requirements of the Information for Bidders, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

- (a) Substitute any subcontractor,
- (b) Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or
- (c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

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

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

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

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

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

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

**DESIGNATION OF SUBCONTRACTORS**

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Demo/Grading	EARTH Movers	18600 GENTIAN WOODCREST CA. 92508 - 951-776-0441	602408
MOB RELOCAT.	WEST COAST MOB.	1101 CAL. AVE #100 CORONA CA. 92881 714 335-0852	970101
AC PAVING	ALIND PAVING	P.O. BOX 91204 INDUSTRIE CA. 77115 626 320-0022	67464
CHAIN LINK Fence	COLO FENCE	5241 PEARLEY RD. RIVERSIDE CA. 92509 957 685-5000	337734
LANDSCAPE	HARDY LANDSCAPE	21520 AMBUSHERS ST. DIAMOND BAR CA. 909 632-6052 9765	905954
CASEWORK	BUSTER IMAGE	9741 N. OPERA AVE MENTONE CA. 92359 909 794-6862	667339
DOORS & FRAMES	CONSTRUCTION HARDWARE	216 PACIFIC ST DOMINGA CA. 91269 909 594-9093	515824
Acoustic Ceilings	EXCELL ACoustics	357 N. Sherman #114 CORONA CA. 92880 951 371-5500	724511
FLOORING	NEW IMAGE	315 E INDUSTRIAL BL. SAN BERNARDINO 92408 908-796-3400	214454
TIC BOARD	CLARIGE PRODUCTS	180 N. Sherman Ave CORONA CA. 92882 951-734-6262	259050

Harik Construction, Inc.

NAME OF BIDDER


Signature: Charles Mark Phelan

Title: President

**DESIGNATION OF SUBCONTRACTORS**

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
PAINTING	American Cont.	1445 S. GASTEND #101 POMONA CA 91766 909 620-3822	913113 DUBC
Site & Buidy Plumbing	R.E. PLUMBING	54889 HARBO YANCA CALIF 91784 760-646-4501	889826
Mech.	ARANCE	561 W. COVINA BLVD. SAN DIMAS CA. 91773 909 592-8422	799823
ELECT.	MIKE COY Elec.	160 N. RANCHO AVE SAN BERNARDINO CA. 92410 909 885-7992	689503
Fire Sprinklers.	Appello F. P.	20103 Belle Porte #. HARBOR CITY. 90710 213 909-8872	985887
Concrete	SJ GRIGOLLA	2632 SPIRIT WAY LAVERNE CA. 91750 909 596-6406	462356

Harik Construction, Inc.  
NAME OF BIDDER

Signature: 


Title: President



DESIGNATION OF SUBCONTRACTORS

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

Harik Construction, Inc.  
NAME OF BIDDER

Signature: 

Title: President