



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)

	CONTRACTOR (Name, City, State)	BID AMOUNT
1	HAMEL CONTRACTING, INC., MURRIETA, CA	381,398.00
2	MARJANI BUILDERS, MISSION VIEJO, CA	396,000.00
3	DLE CONSTRUCTION, INC., WEST COVINA, CA	397,369.00
4	R. JENSEN CO. INC., NORCO, CA	415,000.00
5	QUALITY CONSTRUCTION MANAGEMENT, BLOOMINGTON, CA	429,531.00
6	JRH CONSTRUCTION, INC., TUSTIN, CA	432,948.00
7	ROADWAY ENGINEERING, MIRA LOMA, CA	447,400.00
8	DALKE & SONS CONSTRUCTION, INC., RIVERSIDE, CA	448,380.00
9	BRAUGHTON CONSTRUCTION INC., RANCHO CUCAMONGA, CA	449,679.00
10	CLS CONSTRUCTORS INC., GRAND TERRACE, CA	454,150.14
11	OAKVIEW CONSTRUCTORS, INC., CALIMESA, CA	468,000.00
12	PACIFIC WINDS BUILDING INC., IRVINE, CA	483,000.00
13	NATIONAL CONSTRUCTION & MAINTENANCE, PERRIS, CA	492,000.00
14	GDL BEST CONTRACTORS, INC., WHITTIER, CA	498,300.00
15	YOUNG CONTRACTORS, INC., RIVERSIDE, CA	516,000.00
16	AVI-CON, INC. DBA CA CONSTRUCTION, RIVERSIDE, CA	537,000.00
17	FATA CONSTRUCTION & DEVELOPMENT, RIVERSIDE, CA	543,740.00
18	HARIK CONSTRUCTION, INC., GLENDORA, CA	576,000.00
19	ACCESS PACIFIC INC., PASADENA, CA	673,000.00

## BID FORM

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

FROM: Hamel Contracting, 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:** Richardson Prep-HI Middle School – Building 'F' Replacement

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>02/26/2014</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>02/18/2014</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>02/25/2014</u>

3. BASE BID:

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

A. Contract One (Numerical Value): 381,398.00

B. Contract Two (Numerical Value): -

TOTAL BID PRICE (A.+B.) (Numerical Value): 381,398.00

TOTAL BID PRICE (A.+B.) (in Words): Three hundred, eighty-one thousand, three hundred + ninety-eight dollars

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

Richardson Prep-HI MS – Bldg. 'F' Replacement - One Hundred (100) **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.

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

Grant J. Hamel - President

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Alison Hamel - Secretary/Treasurer

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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.)

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>919635</u>	<u>A &amp; B</u>	<u>12/31/2014</u>
2.	<u>                    </u>	<u>                    </u>	<u>                    </u>
3.	<u>                    </u>	<u>                    </u>	<u>                    </u>
4.	<u>                    </u>	<u>                    </u>	<u>                    </u>
5.	<u>                    </u>	<u>                    </u>	<u>                    </u>

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

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

18. FORFEITURE OF SECURITY: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages

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

20. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

21. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.

22. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed 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.

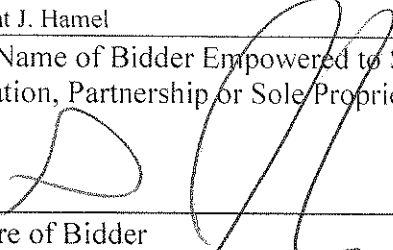
24. FALSE CLAIMS: The bidder is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment

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

Hamel Contracting, Inc.  
Name of Corporation, Partnership or Sole Proprietor

26359 Jefferson Ave. Ste. H, Murrieta, CA 92562  
Address

Telephone: 951-600-2783

Grant J. Hamel  
Proper Name of Bidder Empowered to Sign On Behalf of the  
Corporation, Partnership or Sole Proprietor  
  
Signature of Bidder Grant J. Hamel, President

  
Alison Hamel, Secretary/Treasurer

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
7. Vendor Tax Information

8. Certification of Non-Utilization of Asbestos Material
9. Prime/General Contractor Information
10. Contractor Prevailing Wage Compliance Certification
11. Guarantee
12. Criminal Records Checks Certification Forms
13. Escrow Agreement for Security Deposits in Lieu of Retention

## 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

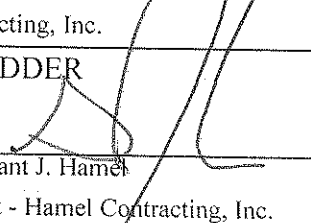


writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

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
Building Concrete	PMC	949-645-4827 1730 Pomona #13 Costa Mesa, CA 92627	817991
Railing & fence	JM Justils	951-699-1563 31501 Carter Pacheco Temecula CA 92592	847857
Flooring	Riccardi Flooring	909-923-0929 780 E. Francis Ontario CA 91761	929568
Paint	Triump Painting	951-680-9930 3234 Orange Riverside CA 92501	440957
Building Relocation & Placement	CSLM	714-863-7686 5753 Santa Ana Cyn. #137 Anaheim, CA. 92807	797589
Electrical	Rhino Electric	909-463-3838 4853 Brookside Fontana CA 92336	892952
Low Voltage Systems	Enko System	909-885-7771 1001 S. Arrowhead S.B. CA. 92408	691828
Demolition	Demolition Specialist	951-737-2077 1712 Via Sevilla St. Corona CA 92881	936886
Asphalt Paving & Striping	ABC Resources	909-988-0390 1527 W. State St. Ontario CA 91762	538680

Hamel Contracting, Inc.  
 NAME OF BIDDER  
 Signature:   
 Grant J. Hamel  
 Title: President - Hamel Contracting, Inc.

## BID FORM

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

FROM: MARJANI BUILDERS, 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:** Richardson Prep-HI Middle School – Building 'F' Replacement

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>01</u>	DATE RECEIVED	<u>02.06.14</u>
ADDENDUM NO.	<u>02</u>	DATE RECEIVED	<u>02.18.14</u>
ADDENDUM NO.	<u>03</u>	DATE RECEIVED	<u>02.25.14</u>

3. BASE BID:

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

A. Contract One (Numerical Value): \$ 396,000.00  
B. Contract Two (Numerical Value): xxxxxx  
TOTAL BID PRICE (A.+B.) (Numerical Value): xxxxxx  
TOTAL BID PRICE (A.+B.) (in Words): xxxxxx

Three hundred and ninety-six thousand dollars even

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

Richardson Prep-HI MS – Bldg. 'F' Replacement - One Hundred ( 100 ) 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.

Alexander A. Marjani - MARJANI BUILDERS, INC.

26091 Ravenna Road, Mission Viejo, CA 92692

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

MAZYAR A. MARJANI - President

ALEXANDER A. MARJANI - Vice President / 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.	967128	'B'	10.31.2015
2.			
3.			
4.			
5.			

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

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

18. FORFEITURE OF SECURITY: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages

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

20. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

21. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.

22. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed 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.

MARJANI BUILDERS, INC.

Name of Corporation, Partnership or Sole Proprietor

26091 Ravenna Road, Mission Viejo, CA 92692

Address

Telephone: 949-305-0393

Alexander A. Marjani

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

Alexander A. Marjani

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
7. Vendor Tax Information

8. Certification of Non-Utilization of Asbestos Material
9. Prime/General Contractor Information
10. Contractor Prevailing Wage Compliance Certification
11. Guarantee
12. Criminal Records Checks Certification Forms
13. Escrow Agreement for Security Deposits in Lieu of Retention



## 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
Demo, grading, concrete, paint	Sorcia Builders Company	760-457-8411 Corona, CA	937701
Asphalt	Williams Paving Company	818-298-3684 LOS Angeles, CA	874917
Electrical, Fire Alarm, low voltage	PMK Professional Inc.	949-679-9800 Irvine, CA	959068
Flooring	Mike's Custom Flooring Inc.	909-335-0400 Redlands, CA	426696
Dismantel, Transport and Install Buildings	R-Dependable Construction Inc.	909-381-2310 San Bernardino, CA	944088
Handrails	Almanza's Ironworks	562-696-1722 Whittier, CA	538221

MARJANI BUILDERS, INC.  
NAME OF BIDDER

Signature: Alexander J. Marjan  
Title: Vice President / Secretary



## BID FORM

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

FROM: DLE 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:** Richardson Prep-HI Middle School – Building 'F' Replacement

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>2-6-14</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED <u>2-18-14</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED <u>2-25-14</u>

3. BASE BID:

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

A. Contract One (Numerical Value): 397,369.00  
B. Contract Two (Numerical Value): N/A

TOTAL BID PRICE (A.+B.) (Numerical Value):

TOTAL BID PRICE (A.+B.) (in Words): three hundred ninety seven thousand  
three hundred sixty nine, & zero cents  
dollars

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

Richardson Prep-HI MS – Bldg. 'F' Replacement - One Hundred ( 100 ) 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.

1020 S. Willow Ave.

West Covina CA 91790

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

Danielo L. Estanislao

(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.	891698	B, C8, D24	03-31-2014
2.			
3.			
4.			
5.			

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

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

18. FORFEITURE OF SECURITY: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages

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

20. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

21. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.

22. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed 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.

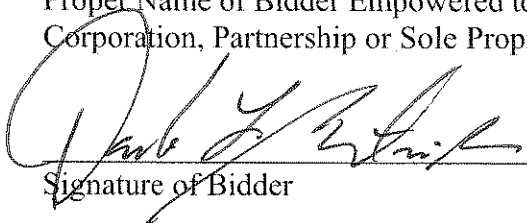


DLE Construction Inc.  
Name of Corporation, Partnership or Sole Proprietor

1020 S. Willow Ave. West Covina, CA 91790  
Address

Telephone: 626 960 6000

Danilo L. Estanislao, 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 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
7. Vendor Tax Information

8. Certification of Non-Utilization of Asbestos Material
9. Prime/General Contractor Information
10. Contractor Prevailing Wage Compliance Certification
11. Guarantee
12. Criminal Records Checks Certification Forms
13. Escrow Agreement for Security Deposits in Lieu of Retention

## 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
Railing/Fencing	Inline Fence & Railing	760 789 0282 Ramona, CA	769516
Painting	Meyer Coatings	714- 467- 4600 606 N. Eckhoff Orange, CA	806036
Ceiling	Hamilton Ceilings	951 276 1843 455 W. La Cadena #1 Riverside CA	787546
Flooring	Mike's Custom Flooring	909 335 0400 1351 Park Ave #102 Redlands CA	426696
Low Voltage	Royaltech Services	626-222-0153 1030 Greycliff Ave La Puente CA	638729
Electrical	Control Electric	626-332-5546 1546 Avenida Verde Vista San Dimas CA	477330
Asphalt	Western Paving	626-338-7887 15533 E. Arrow Highway Irwindale, CA	639093
Stripping & Signs	Canon Coating	951 735 4119 1830 5th St. Norco CA	405188

DLE Construction Inc.  
NAME OF BIDDER

Signature: [Signature]

Title: President

