



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

	CONTRACTOR (Name, City, State)	BID AMOUNT
1	MARJANI BUILDERS, MISSION VIEJO, CA	423,000.00
2	JRH CONSTRUCTION COMPANY, INC., TUSTIN, CA	455,240.00
3	D&M MARTIN CONSTRUCTION, INC., HIGHLAND, CA	493,000.00
4	CLS CONSTRUCTORS, INC., GRAND TERRACE, CA	499,000.00
5	HAMEL CONTRACTING, INC., MURRIETA, CA	508,000.00
6	DALKE & SONS CONSTRUCTION, INC., RIVERSIDE, CA	578,680.00
7	M.S. CONSTRUCTION MGMNT GROUP, DANA POINT, CA	628,313.00
8	HARIK CONSTRUCTION, INC., GLENDORA, CA	637,000.00

PROJECT NAME Bradley ES & Marshall ES
Canopy Replacement

BID NUMBER F13-07

BID FORM

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

FROM: MARJANI BUILDERS
(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: Bradley ES & Marshall ES
Canopy 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>04.08.2014</u>
ADDENDUM NO. <u>02</u>	DATE RECEIVED	<u>04.11.2014</u>
ADDENDUM NO. <u>03</u>	DATE RECEIVED	<u>04.15.2014</u>

3. BASE BID (Numerical Value): 423,000.00

TOTAL BASE BID PRICE IN WORDS Four hundred twenty-three thousand dollars only.

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 **Sixty six (66) 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.

Alexander A. Marjani
26091 Ravenna Road, Mission Viejo, CA 92692

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

MAZYAR A. MARJANI

(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>967128</u>	<u>'B'</u>	<u>10.31.2015</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.

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 **Sixty Six One (66) consecutive calendar days** from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **One Thousand DOLLARS (\$1,000.00)**.

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

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

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

MARJANI BUILDERS

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 Notice Inviting Bids.

1. Bidder's Non-collusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information (For Multiple-School Projects)

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

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

PROJECT NAME Bradley ES & Marshall ES
BID NUMBER Canopy Replacement
F13-07

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

SBCUSD: Bradley ES & Marshall ES
Canopy Replacement

Attachment No. 4 to Bid Form

Job Number: P52 & P53

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, Concrete, Plaster & Flashing	Soria Builders Company	760.457.8411 Corona, CA	9377601
Asphalt	William's Paving	818.298.3084 Los Angeles, CA	874917
Structural steel, metal ^{grade,} Misc. Metal	Floreus Steel Construction Inc.	951.929.0700 Hemet, CA.	785829

MARJANI BUILDERS

NAME OF BIDDER

Signature: Alexander J. Marjani

Title: V.P.

PROJECT NAME **Bradley ES & Marshall ES
Canopy Replacement**

BID NUMBER **F13-07**

BID FORM

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

FROM: JRH Construction Company, 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: **Bradley ES & Marshall ES
Canopy 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>April 11, 2014</u>
ADDENDUM NO. <u>2</u>	DATE RECEIVED	<u>April 14, 2014</u>
ADDENDUM NO. <u>3</u>	DATE RECEIVED	<u>April 15, 2014</u>

Allowance: The following amount shall be added to the Base Bid. Refer to section 01 20 00 Allowance for description of work. 40,000

3. BASE BID including Allowance (Numerical Value): \$455,240.

BID AMOUNTS

*Four hundred fifty five thousand
two hundred forty*

SBCUSD: Bradley ES & Marshall ES
Canopy Replacement
Job Number P52 & P53

Bid Form

Item	DESCRIPTION	LUMP SUM BID
3.1	BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 415,240.
3.2	ALLOWANCES (Amount in Numbers)	\$40,000
3.3	TOTAL BASE BID INCLUDING ALLOWANCES (3.1+3.2) (Amount in Numbers)	\$ 455,240.

TOTAL BASE BID (including Allowances) AMOUNT IN WORDS Four hundred fifty five thousand two hundred forty

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) * _____

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 **Sixty six (66) 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.

1185 Warner Ave., Tustin, CA, 92780

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

John R. Hundley, Jr., President

John R. Hundley, Sr., Secretary/Treasurer

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 **Sixty Six (66) consecutive calendar days** from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **One thousand DOLLARS (\$1,000.00)**.

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

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

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

JRH Construction Company, Inc.

Name of Corporation, Partnership or Sole Proprietor

1185 Warner Ave., Tustin, CA, 92780

Address

SBCUSD: Bradley ES & Marshall ES
Canopy Replacement
Job Number P52 & P53

Bid Form

Telephone: 714-247-1510 _____

John R. Hundley, Jr., 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On April 17, 2014 before me, Michelle D. Baldwin, Notary Public
Date Here Insert Name and Title of the Officer

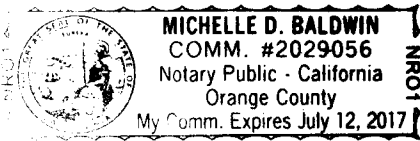
personally appeared John R. Hundley, Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle D. Baldwin
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

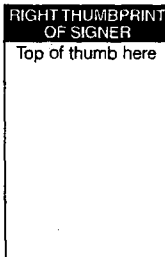
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John R. Hundley, Jr.

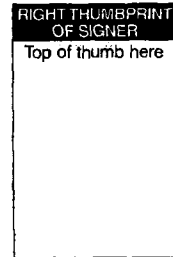
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: JRH Construction Company, Inc.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

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

1. Bidder's Non-collusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information (For Multiple-School Projects)

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

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

PROJECT NAME Bradley ES & Marshall ES
Canopy Replacement
BID NUMBER F13-07

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

SBCUSD: Bradley ES & Marshall ES
Canopy Replacement

Attachment No. 4 to Bid Form

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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
Asphalt/ Paving	Hardy & Harper	1213 E. Warner Santa Ana, 92705 (714) 444-1851	#215952
Structural Steel	Ramcast	2201 E. Firestone Los Angeles, 90002 (323) 585-4999	#967794
Steel/ Metal Decking	United Contractors	334 W. Oak St. San Bernardino 92401 (909) 388-7400	#416125
Painting	Mc Millin	6185 Magnolia #161 Riverside, 92506 (951) 377-4399	#724822
Roofing	Bell Roofing	636 S. "I" Street San Bernardino 92410 (909) 885-6863	#119946

JRH Construction Company, Inc.
NAME OF BIDDER

Signature: _____

Title: John R. Hundley, Jr., President

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Canopy Replacement
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PROJECT NAME **Bradley ES & Marshall ES
Canopy Replacement**

BID NUMBER **F13-07**

BID FORM

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

FROM: D & M MARTIN CONSTRUCTION, INC.
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project:

PROJECT NAME: **Bradley ES & Marshall ES
Canopy 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>1,2,3</u>	DATE RECEIVED	<u>4-15-14</u>
ADDENDUM NO. _____	DATE RECEIVED	_____
ADDENDUM NO. _____	DATE RECEIVED	_____

Allowance: The following amount shall be added to the Base Bid. Refer to section 01 20 00 Allowance for description of work. \$40,000

3. BASE BID including Allowance (Numerical Value): \$ 493,000⁰⁰

BID AMOUNTS

Item	DESCRIPTION	LUMP SUM BID
3.1	BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)	\$ 453,000 ⁰⁰
3.2	ALLOWANCES (Amount in Numbers)	\$40,000
3.3	TOTAL BASE BID INCLUDING ALLOWANCES (3.1+3.2) (Amount in Numbers)	\$ 493,000 ⁰⁰

TOTAL BASE BID (including Allowances) AMOUNT IN WORDS FOUR HUNDRED NINETY-THREE THOUSAND AND NO/100'S

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) * _____ **N/A**
- 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 **Sixty six (66) 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.

7231 BOULDER AVE. #808 HIGHLAND CA 92346

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

MICHAEL MARTIN - PRES.

SUZANNE MARTIN - SEC.

D & M MARTIN CONSTRUCTION, INC.

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

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

	License No.	Classification	Expiration Date
1.	<u>757977</u>	<u>B</u>	<u>1-31-15</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 **Sixty Six (66) consecutive calendar days** from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **One thousand DOLLARS (\$1,000.00)**.

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

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

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

D&M MARTIN CONSTRUCTION, INC.
Name of Corporation, Partnership or Sole Proprietor

7231 BOULDER AVE. #808 HIGHLAND CA 92346
Address

Telephone: 909-338-1348

MICHAEL MARTIN

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

Michael Martin

Signature of Bidder



NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her name and signature shall be placed above.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

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

1. Bidder's 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. Supplemental Bid Information (For Multiple-School Projects)

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

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

PROJECT NAME Bradley ES & Marshall ES
Canopy Replacement
BID NUMBER F13-07

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

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Canopy Replacement

Attachment No. 4 to Bid Form

Job Number: P52 & P53

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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
PAINTING	TRIUMPH PAINTING	RIVERSIDE	440957
FLASHING + METAL DECKING	UNITED CONTRACTORS	SAN BERNARDINO	416125
STRUCT. STEEL	AAF STEEL STRUC.	IRVINE	858004
CONC. DEMO	GARRETT CONC. CORING	CHINO	565701
B/U ROOFING	BELL ROOFING	SAN BERNARDINO	119946

D & M MARTIN CONSTRUCTION, INC.

NAME OF BIDDER

Signature: 

Title: PRES.