



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	Hamel Contracting, Inc., Murrieta, CA	184,800.00
2	Shanks Electric Corporation, Helendale, CA	194,700.00
3	CLS Constructors Inc., Grand Terrace, CA	196,698.01
4	Broughton Construction, Inc., Rancho Cucamonga, CA	204,138.00
5	Harik Construction, Inc., Glendora, CA	209,000.00
6	R. Jensen Co. Inc., Norco, CA	212,000.00
7	M.S. Construction Mgmt. Group, Dana Point, CA	223,838.00
8	Pacific Winds Building, Inc., Irvine, CA	227,175.00
9	TSR Construction and Inspection, Rancho Cucamonga, CA	234,400.00
10	Avi-Con, Inc., Riverside, CA	237,000.00
11	Marjani Builders, Mission Viejo, CA	239,000.00
12	Fata Construction and Development, Riverside, CA	247,000.00
13	JRH Construction Company, Inc., Tustin, CA	249,287.00
14	Norse, Costa Mesa, CA	252,000.00
15	Dalke & Sons Construction , Inc. Riverside, CA	271,680.00
16	Unlimited Developers, Diamond Bar, CA	294,928.00

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: Lincoln Elementary School – Preschool Classroom Relocation

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>n/a</u>	DATE RECEIVED	<u>n/a</u>
ADDENDUM NO. <u>n/a</u>	DATE RECEIVED	<u>n/a</u>
ADDENDUM NO. <u>n/a</u>	DATE RECEIVED	<u>n/a</u>

3. **BASE BID:**

See Sheet T2.0 for scope of work.

TOTAL BID PRICE (Numerical Value): \$184,800
TOTAL BID PRICE (in Words): One Hundred Eighty Four Thousand and Eight Hundred 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

Lincoln ES – Preschool Classroom Relocation **Sixty_ (60) 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.

26359 Jefferson Ave. Ste H, Murrieta, CA 92562

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

Corporation: Hamel Contracting, Inc.

Grant J. Hamel - President

Alison Hamel - Secretary/Treasurer

(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.	919635	A, B, and C8	12/31/14
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.

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, President

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 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. 1 TO BID FORM

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President [Title] of Hamel Contracting, Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/08/2014 [Date], at Murrieta [City], CA [State].

Signed:  Grant J. Hamel, President

DESIGNATION OF SUBCONTRACTORS FORM

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Building Concrete	PMC Concrete Contractor	(949) 645-4827 1730 Pomona Ave. #13 Costa Mesa CA 92627	817991
Plumbing	R.C. Schew Plumbing	(909) 628-7693 11923 Delmar Ave. Chino, CA 91710	506842
HVAC	MMJ Construction	(951) 216-8862 39704 Green Oaks Temecula, CA 92592	988999
Electrical	Nipa	(714) 925-5678 #109 2110 E. First St. Santa Ana, CA 92705	556240
Building-Relocation-Flooring & Setup	Mobile Modular Construction	(714) 299-9000 18601 Patrician Drive Villa Park CA 92861	680893
Grading & Demo	Green Mountain	(951) 695-0208 40420 Calle Cancion Temecula CA 92592	655616
Paving	ABC Resources	(909) 988-0390 1527 W. State St. Ontario CA 91762	538680
All Low Voltage Systems	ENKO Systems	(909) 885-7771 1001 S. Arrowhead Ave. San Bernardino CA 92408	691828
Landscaping	Sonshine	(951) 695-7095 39845 Berenda Road Temecula, CA 92591	431886

Hamel Contracting, Inc.

NAME OF BIDDER

Signature: 

Title: Grant J. Hamel, President

BID FORM

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

FROM: Shanks Electric Corporation
(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: Lincoln Elementary School – Preschool Classroom Relocation

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. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. **BASE BID:**

See Sheet T2.0 for scope of work.

TOTAL BID PRICE (Numerical Value): *\$ 194,700 -*
TOTAL BID PRICE (in Words): *One hundred ninety-four thousand seven hundred 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

Lincoln ES – Preschool Classroom Relocation **Sixty_ (60) 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.

Shanks Electric Corporation, Attention Forrest Shanks

P.O. Box 542, Helendale, CA 92342

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

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.

Shanks Electric Corporation
Name of Corporation, Partnership or Sole Proprietor

P.O. Box 542, Helendale, CA 92342
Address

Telephone: 760-952-2085

Forrest E. Shanks Jr.

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



Signature of Bidder

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

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

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

1. Bidder's Noncollusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Substitution Request Form

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

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

DESIGNATION OF SUBCONTRACTORS FORM

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
HVAC	MASCO + SONS	760.953.0383 PO BOX 1261 92307 APPLE VALLEY, CA	# 866785
PLUMBING	Fischer, Inc	909.881.2910 1355 W 26th St. San Bernardino CA 92405	# 853357
Grading/ Paving	Elite Grading + Paving	760.514.2000 PO BOX 400541 Hesperia, CA 92340	# 989876
Low Voltage	Enko Systems	909.885.7771 1001 S. Arrowhead Ave San Bernardino, CA 92408	# 691828
Testing	Electric ^{PK} Power Systems	858.775.6153 ^{PK} 6231 Michelle Ave Pastin, CA 92780	
Modular Relocation	Mobile Modular Construction	714.299.9000 PO BOX 5805 Orange, CA 92861	# 680893

Shanks Electric Corporation

 NAME OF BIDDER

Signature: 

Title: CEO

BID FORM

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

FROM: CLC Constructors 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: Lincoln Elementary School – Preschool Classroom Relocation

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. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. BASE BID:

See Sheet T2.0 for scope of work.

TOTAL BID PRICE (Numerical Value): 196,698.01
TOTAL BID PRICE (in Words): One hundred ninety six thousand, Six hundred ninety eight dollars and one cent.

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

Lincoln ES – Preschool Classroom Relocation Sixty_ (60) 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.

21935 VanBuren St #B7

Grand Terrace CA 92313

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

Larry Sobolewski - President

Cecilia Sobolewski - Secretary

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

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

	License No.	Classification	Expiration Date
1.	<u>980071</u>	<u>A, B, C-B</u>	<u>Jan 31 2015</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.

CLS Constructors Inc.

Name of Corporation, Partnership or Sole Proprietor

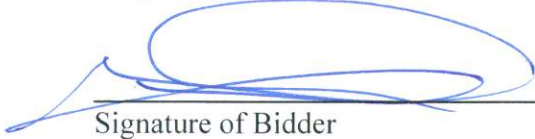
21935 Van Buren St # B7 Grand Terrace CA 92313

Address

Telephone: 909.424.0003

Larry Sobolowski

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

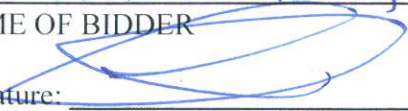
To be Submitted with Executed Contract (Agreement) by Successful Bidder:

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

DESIGNATION OF SUBCONTRACTORS FORM

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
move & install Relocatable building	R. Jensen Co. Inc	538 Sixth St. Norco CA 92860 951.479.5471	353856
Plumbing, Site Utilities: Drywell	Fischer, Inc.	1355 W. 26 th St San Bernardino CA 909.881.2910	853357
Electrical, FA? LV	The Mike Cox Electric Inc.	160 N. Rancho Ave San Bernardino CA 909.889.7992	698503
rebar/steel Reinforcement	Prestige Rebar	9279 Archibald Ave Rancho Cucamonga 909.944.3494	924009
VCT installation	Dependable Const. Inc.	1019 W 3rd St San Bernardino CA 909.381.2310	944088

CLS Constructors / Larry Sobolowski
NAME OF BIDDER

Signature: 

Title: President