

June 27, 2014 BOE - A 777 North F Street San Bernardino

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	ABNY GENERAL ENGINEERING, INC., GLENDORA, CA	181,000.00
2	ROSSETTI CONSTRUCTION COMPANY, INC., ONTARIO, CA	238,500.00
3	ANGELES CONTRACTOR, INC., BUENA PARK, CA	257,000.00
4	FATA CONSTRUCTION AND DEVELOPMENT, RIVERSIDE, CA	273,400.00
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* BID FORM AND DESIGNATION OF SUBCONTRACTORS

FOR

Construction of Walk In Refrigeration Unit

At Vermont Elementary School

3696 Vermont Street, San Bernardino, CA 92407

SBCUSD Project No.

Bid Schedule No. F13-16

FOR

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME:	ABNY General Engineering Inc.
ADDRESS:	200 N Minnesota Ave, #4
	Glendora, CA 91741
TELEPHONE:	(626) 586-2020
FAX:	(N/A)
EMAIL	Samwahba @ abnyinc. Com

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. F-13-16

Construction of Walk In Refrigeration Unit at Vermont Elementary School

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

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5. TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

- 7. The required List of designated subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, 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 contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
- 11. All notices or other correspondence should be addressed to the undersigned at the address stated below.

	The names of all persons interested in the foregoing proposal as principals are as follows:
	Samwahba ABNY General Engineering /President
	(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)
	<u>PROTEST PROCEDURES</u> . If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:
	License Number: 979357
	License expiration date: 12/31/7014
	Name on License: ABNY General Engineering
	Class of License:
	If the bidder is a joint venture, each member of the joint venture must include the above information.
14.	Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond-forfeited as damages.
15.	Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the 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. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.,), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid.

Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby

proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 16. <u>DEBARRMENT</u>. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's delagee, in its discretion, finds the Contractor has done any of the following:
 - (1) Intentionally or with reckless disregard, violated any term of a contract with the District
 - (2) Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - (3) Committed an act or offense which indicates a lack of business integrity or business honesty; or,
 - (4) Made or submitted a false claim against the District or any other public entity(See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. DESIGNATION OF SUBCONTRACTORS

- a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq..) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form
- I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

ABNY General Engineering Inc Proper Name of Company
Sam Wahba Name of Bidder Representative
200 N Minnesota Ave, #4
Glendora, CA 91741 City, State, and Zip
(626) 586 - 2020 Phone Number
(N/A) Fax Number
Samwahba @abnyinc.Com E-Mail

By:	Signature of Bidder Representative	Date: 6/27/14
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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 signature shall be placed above.

All signatures must be made in permanent blue ink.

*DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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 one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 where the 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 where 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.

NOTE:

If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

* DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	e-mail & telephone	License type and Number
NA				
	MANUAL TO THE CONTROL OF THE CONTROL			
			-	

Proper Name of Bidder:	ABNY General Engineering Inc
	6/27/14
Name:	Sam Wahba

Signature of Bidder	
Representative:	President / Sam Wahba
	200 N Minnesota Ave #4, Glendora, CA 91741
	626-586-2020

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* BID FORM AND DESIGNATION OF SUBCONTRACTORS

FOR

Construction of Walk In Refrigeration Unit

At Vermont Elementary School

3696 Vermont Street, San Bernardino, CA 92407

SBCUSD Project No.

Bid Schedule No. F13-16

FOR

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME:	Rossetti Construction Company, Inc.			
ADDRESS:	1245 S. Grove Avenue			
	Ontario, CA 91761-4520			
TELEPHONE:	(909/947–3883			
FAX: (909/947-1169				
EMAIL RCC@RossettiConst.com				

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. F-13-16

Construction of Walk In Refrigeration Unit at Vermont Elementary School

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

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5. TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

- 7. The required List of designated subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, 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 contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
- 11. All notices or other correspondence should be addressed to the undersigned at the address stated below.

Rossetti Construction Company, Inc. 1245 S. Grove Avenue, Ontario, CA 91761-4520

	The names of an persons interested in the	toregoing proposal as principals are as follows:				
	Mauro Rossetti, President					
	Ron Rossetti, Vice President					
	Michael Rossetti, Secretary-Treasurer					
	such corporation, as well as the names o co-partnership, state the true names of	ther interested person is a corporation, state the legal name of f the president, secretary, treasurer, and manager thereof; if a the firm, as well as the names of all individual co-partners atterested person is an individual, state the first and last names				
12.		bid protest, the grounds shall be submitted within 3 working				
13.	days as set forth at Paragraph 12 of the In The undersigned bidder shall be license license information:	nstructions to Bidders. sed and shall provide the following California Contractor's				
	License Number:	481575				
	License expiration date:	10/31/2015				
	Name on License:	Rossetti Construction Company, Inc.				
	Class of License:	В				
	_					
	If the bidder is a joint venture, each men	aber of the joint venture must include the above information.				
14.	of Intent to Award Contract is given fa copies of the Agreement form within fir	ontract, therefore, in the event the bidder to whom the Notice ils or refuses to post the required bonds and return executed ve (5) calendar days from the date of receiving the Notice of T may declare the bidder's bid deposit or bond forfeited as				
15.	Pursuant to Government Code Section and agrees that if the bid is accepted, it	4552, in submitting a bid to the DISTRICT, the bidder offer will assign to the 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. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.,), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 16. <u>DEBARRMENT</u>. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's delagee, in its discretion, finds the Contractor has done any of the following:
 - (1) Intentionally or with reckless disregard, violated any term of a contract with the District
 - (2) Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - (3) Committed an act or offense which indicates a lack of business integrity or business honesty; or,
 - (4) Made or submitted a false claim against the District or any other public entity(See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. DESIGNATION OF SUBCONTRACTORS

- a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form
- I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Rossetti Construction Company, Inc.
Proper Name of Company
Michael Rossetti
Name of Bidder Representative
1245 S. Grove Avenue
Street Address
Ontario, CA 91761-4520
City, State, and Zip
(909) 947–3883
Phone Number
(909) 947–1169
Fax Number
RCC@RossettiConst.com
E-Mail

By: Mallerall	Date: 6-19-14
---------------	---------------

Signature of Bidder Representative Michael Rossetti Secretary/Treasurer

<u>NOTE</u>: 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 signature shall be placed above.

All signatures must be made in permanent blue ink.

*DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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 one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 where the 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 where 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.

NOTE:

If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

* DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	e-mail & telephone	License type and Number
Chair Linicfence.	wolverinefence	La Haba	5629483030	870586
Chain Linichence Concrete	Total Quality Construction Corp	Beaumont	957 750 0746	960636
Str. + misc. Steel	Inland Steel	San Bernardurio	9098892747	422686
Sheet metal	United Contractors	Son Bernardino	9093387400	416125
Plumbing	Diloreux Bros.	Banning	951 8498727	498407
Mechanial	Steve Lemon Air Conditioning	Warner Springs	957 7676715	51 3389
Electrical	The Mille Cox Electric	San Bernandino	9098897992	698503
			,	

Proper Name of Bidder:	Rossetti Construction Company, Inc.
Date:	6-19-14
_ Name:	Michael Rossetti
Signature of Bidder	Mufael Cossell
Representative:	Michael Rossetti
Address:	1245 S. Grove Avenue, Ontario, CA 91761-4520
Phone:	909/947–3883

* BID FORM AND DESIGNATION OF SUBCONTRACTORS

FOR

Construction of Walk In Refrigeration Unit

At Vermont Elementary School

3696 Vermont Street, San Bernardino, CA 92407 SBCUSD Project No. Bid Schedule No. F13-16

FOR

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME:	Angeles Contractor, Inc.				
ADDRESS:	8461 Commonwealth Ave., Buena Park, CA 90621				
TELEPHONE:	(714) 443-3655				
FAX:	(714) 443-3293				
EMAIL	ywkang@angelescontractor.com				

- TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".
- 1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. F-13-16

Construction of Walk In Refrigeration Unit at Vermont Elementary School

,	documents	s on file at th	cribed above, e Purchasing EDGES THE	Office of s	aid DISTRI	CT for amou	e drawings a	and other c herein.	ontract
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	Alten	nate No. 2: A	DD/DEDUC	T N/2	A	Dollars	(\$_N/A		
	Alten	nate No. 3: A	ADD/DEDUC	TN/.	A	Dollars	(S N/A)	

5. <u>TIME FOR COMPLETION</u>: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

- 7. The required List of designated subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, 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 contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
- 11. All notices or other correspondence should be addressed to the undersigned at the address stated below.

8461 Commonwealth Avenue, Buena Park, CA 90621

Young Kang -	President,	Sec., Treas.	& Gen.	Manager o	of Angeles	Contractor,	Inc.
***************************************				***************************************			
'state date and the state of th							

The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

- 12. <u>PROTEST PROCEDURES</u>. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.
- 13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 858483

License expiration date: 05/31/2015

Name on License: Angeles Contractor, Inc.

Class of License: A, B, C9, C10, C15, C33, C54

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

- 14. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
- 15. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the 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. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.,), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby

proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 16. <u>DEBARRMENT</u>. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's delagee, in its discretion, finds the Contractor has done any of the following:
 - (1) Intentionally or with reckless disregard, violated any term of a contract with the District
 - (2) Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - (3) Committed an act or offense which indicates a lack of business integrity or business honesty; or,
 - (4) Made or submitted a false claim against the District or any other public entity(See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. DESIGNATION OF SUBCONTRACTORS

a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Angeles Contractor, Inc.
Proper Name of Company
Young Kang
Name of Bidder Representative
8461 Commonwealth Ave.
Street Address
Buena Park, CA 90621
City, State, and Zip
_(714) 443-3655
Phone Number
(714) 443-3293
Fax Number
ywkang@angelescontractor.com
E-Mail

By:	3	Date:	6/27/14	
	Signature of Bioder Representative			

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 signature shall be placed above.

All signatures must be made in permanent blue ink.

*DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq..) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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 one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 where the 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 where 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.

NOTE:

If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

* DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	e-mail & telephone	License type and Number
Sclective Demolition	De la Riva Coast., Ire.	G38 S State College BIVA. Fullertin, CA 92831	agvsfin@dlr- construction.com (714)871-9561	B, C21 873108
Earth work	Earth Movers	18660 Gentian Are. Wordcrest, CA 92508	ear4hm×@ grail, (951)776-6441	
Asphalt Paving	TLG Paving Co. Inc.	2986 W. 1st Street oc Santa Ana, CA 92703	dam@ Hgpaving. (1 (714) 541-7900	
Chain Link Jences	Econo Fence, Inc.	5261 Pedley Rd. 14 Riverside, CA 98509	indraeconoficeirc com (951) 485 - 50m	C13 337734
Site Vibilities y				
Site Concrete & Rebor	r SS Grigolla Const.	2639 Sierra Way Stepl La Verne, CA 91750	ca. Sjgrigolla @ ghnii. con (909) 596-640	A,B 6 462356
-Melats y				

Proper Name of Bidder:	Angeles Contractor,	Inc.
Date:	6/27/14	
Name:	Young Kang	

* DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	e-mail & telephone	License type and Number
Humbing + Lusta	Dan Wortey Phymbiog, In	12160 Pawnet Road bu e. Apple Vallay, CA 92308	Vorley@danww/ glumbi ny.com (760)247-882	oy C36, A,B g 538378
Electrical	Giant Services, Inc.	20258 Highway 18 Suit 430 Apple Valley, CA 92307	info @giantpm -254 (760)258-6789	оксты. сип С10 920295
93,				
				,

Proper Name of Bidder:	Angeles Contractor,	Inc.
Date:	6/27/14	
Name:	Young Kang	

Signature of Bidder

Representative: Young Kang

Address: 8461 commonwealth Ave., Buena Park, CA 90621

Phone: (714)443-3655

* BID FORM AND DESIGNATION OF SUBCONTRACTORS

FOR

Construction of Walk In Refrigeration Unit

At Vermont Elementary School

3696 Vermont Street, San Bernardino, CA 92407 SBCUSD Project No. Bid Schedule No. F13-16

FOR

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME:	FATA CONSTRUCTION + Development / ANTOWN FA	74
ADDRESS:	19135 Vintage Woods DR	
	Riversi de CA 92508	
TELEPHONE:	(951) 736 8126	
FAX:	(951) 7808071	
EMAIL	Tony @ fata construction com	

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. F-13-16

Construction of Walk In Refrigeration Unit at Vermont Elementary School

	in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
2.	BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM: Number Number Number Number Number Number Number
	Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.
3.	TOTAL PRICE – ENTIRE JOB
	TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:
	Two Hundred Seventy Three Thousand & Farbollars ed. odlers
	(\$ 273,400
	Total price by site shall equal total price of entire job. If there are any discrepancies between Item 3 and Item 3a, then Item 3 prevails.
4.	[OPTIONAL] ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Alternates are fully described in the Specifications.
	Alternate No. 1: ADD/DEDUCT
	Alternate No. 1: ADD/DEDUCT
	Alternate No. 3: ADD/DEDUCT N/A Dollars (\$ _ o _

5. <u>TIME FOR COMPLETION</u>: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

- 6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:
 - Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
- 7. The required List of designated subcontractors is attached hereto.
- 8. The required Non-Collusion Declaration is attached hereto.
- 9. The Substitution Request Form, if applicable, is attached hereto.
- 10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, 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 contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
- 11. All notices or other correspondence should be addressed to the undersigned at the address stated below.

	The names of all persons interested in the foregoing proposal as principals are as follows:
	ANTOUN FATA
	(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)
	<u>PROTEST PROCEDURES.</u> If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:
	License Number: 550283
	License expiration date: $1-31-2014$
	Name on License: Fata Construction Dev ANTONN FATA
	Class of License: A+B+HAZ
	If the bidder is a joint venture, each member of the joint venture must include the above information.
14.	Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond-forfeited as damages.
15.	Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the 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. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq), arising from the

purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

- 16. DEBARRMENT. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's delagee, in its discretion, finds the Contractor has done any of the following:
 - (1) Intentionally or with reckless disregard, violated any term of a contract with the District
 - (2) Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - (3) Committed an act or offense which indicates a lack of business integrity or business honesty;
 - (4) Made or submitted a false claim against the District or any other public entity(See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. DESIGNATION OF SUBCONTRACTORS

a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

FATA CONSTRUCTION & Development Proper Name of Company
ANTOUN FATA Name of Bidder Representative
19135 Vintage WoodsDR Street Address
Riversi de CA 92508 City, State, and Zip
(951) 786_8126 Phone Number
(951) 780-8071 Fax Number
Tony a fata constluction com E-Mail

By:	- Col	Date:	6-27-2014
	Signature of Bidder Representative		

<u>NOTE</u>: 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 signature shall be placed above.

All signatures must be made in permanent blue ink.

*DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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 one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 where the 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 where 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.

NOTE:

If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

* DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	e-mail & telephone	License type and Number
Refrigeration Engladation	R.W.S mithoco	3186-A Airway Ave Costatlesa, A926264650	SLOCZEY @LWSmith CO: com	457 555
concrete	SDSConnete8nc	1090WoodLawnAve	714-795 6727	
<u> </u>		Dev no KA 92407	909-	852 133
			sd s connet	i @
Eledric	Cal Electric	2155 ROSCOMMATIVE HA, CA 90022		-
			cal-electi Qyahoa	com
			,	

Proper Name of Bidder:	FATA CONSTRUCTION + DEVELOpment
	6-27-2014
NI	ANTOUN FATA

Signature of Bidder	_ Colo		
Representative:	ANTOUN FATA		
Address:	19135 Vintage	WoodsOR	Riverside CA92508
Phone:	951-126 8126		, , ,

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