



SBCUSD BID No. F11-02
HVAC UPGRADES - GROUP D

February 24 , 2012 @ 12:15 pm
Board of Education, 777 North F Street, San Bernardino, CA

Bid Results & 3 Apparent Lowest Bids Subcontractor Lists Available at: Facilities website under the procurements tab by bid number:
<http://www.sbcusdfacilities.com/procurement/nib.cfm>
 C2 Planwell Website Bid Results/Info Postings: Public Planroom by bid number: www.c2repro.com

	CONTRACTOR (Name, City, State)	BASE BID (including allowances)	Alternate # 1 Energy Management System @ San Andreas HS	Alternate # 2 Energy Management System @ Sierra HS
1	PacWest Corp. Burbank, CA	\$ 4,867,000.00	\$ (61,000.00)	\$ (50,000.00)
2	Dalke & Sons Construction, Inc. Riverside, CA	\$ 5,286,000.00	\$ 194,250.00	\$ 126,000.00
3	Angeles Contractor, Inc. Buena Park, CA	\$ 5,492,000.00	\$ 76,000.00	\$ 69,000.00
4	Plyco Corp. Mira Loma, CA	\$ 6,300,000.00	\$ 215,000.00	\$ 152,000.00
5				
6				
7				
8				
9				
10				

PROJECT NAME: GROUP D: Modernization and HVAC Upgrades to Pacific, Sierra and San Andreas High Schools
BID NUMBER: F11-02D

ADD4-03

BID FORM

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

FROM: Angeles Contractor, 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: GROUP D: Modernization and HVAC Upgrades to Pacific, Sierra and San Andreas High Schools

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	Included in Bid Documents	SCHOOL
<u>1</u>			All schools
<u>2</u>		<u>1/27/12</u>	All schools
<u>3,4</u>		<u>2/1/12, 2/17/12</u>	All schools
<u>5</u>		<u>2/17/12</u>	SHS, SAHS

3. **BASE BID (Numerical Value):** 5,492,000⁰⁰

TOTAL BASE BID PRICE IN WORDS FIVE MILLION, FOUR HUNDRED NINETY TWO THOUSAND DOLLARS

4. **ALTERNATES and UNIT PRICING:** (If applicable) The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Refer to Special Conditions and Section 01 23 00 Alternates for description of work.

PACIFIC HIGH SCHOOL

Alternate 1 (Add/Deduct) * N/A
Alternate 2 (Add/Deduct) * N/A
Alternate 3 (Add/Deduct) * N/A

SAN ANDREAS HIGH SCHOOL

Alternate 1 (Add/Deduct) * 76,000⁰⁰ +
Alternate 2 (Add/Deduct) * N/A
Alternate 3 (Add/Deduct) * N/A

SIERRA HIGH SCHOOL

Alternate 1 (Add/Deduct) * ~~92.00~~ 69,000⁰⁰ +
Alternate 2 (Add/Deduct) * N/A
Alternate 3 (Add/Deduct) * N/A

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

UNIT PRICING:

A. ROOF SHEATHING (per square) \$ 92.00
B. EXISTING PLUMBING PIPE (per lineal foot) \$ 205.00

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 One hundred twenty eight (128) consecutive calendar days from issuance of 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 twenty (120) days**.
7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.
8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and

Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)

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

8461 Commonwealth Ave., Buena Park, CA 90621

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

Young Kang – President, Secretary & Gen. Manager of Angeles Contractor, Inc.

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

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

	License No.	Classification	Expiration Date
1.	858483	A,B,C9,C10,C15,C33,C54	5/31/13
2.			
3.			
4.			
5.			

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

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

17. **FORFEITURE OF SECURITY:** In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
18. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION:** Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
19. **IRCA:** The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. **FINANCIAL STATEMENTS:** It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.
21. **LIQUIDATED DAMAGES:** The undersigned hereby warrants that all work shall be completed by July 16, 2012 or **one hundred twenty eight (128) consecutive calendar days** from the date specified on the Notice to Proceed issued by the DISTRICT, whichever occurs last for HVAC work and December 29, 2012 for remaining work. Time is of the essence. The

undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **One Thousand DOLLARS (\$1,000.00)**.

Contractor shall refer to the General Requirements Section of the Specifications for the Construction Progress Schedule for the durations of individual activities contained within the total project time. The above-specified liquidated damages will be assessed if any individual milestone date exceeds the date indicated for that milestone on the Construction Progress Schedule.

Intermediate Liquidated Damages:

For submittals of the mechanical equipment submitted beyond the scheduled submittal date, there shall be liquidated damages in the amount of **Five Hundred DOLLARS (\$500.00) per calendar day**.

HVAC equipment shall be ordered by April 12, 2012 or 19 calendar days after receipt of approved HVAC submittal. For ordering of HVAC equipment beyond the aforementioned date, there shall be liquidated damages in the amount of **Five Hundred DOLLARS (\$500.00) per calendar day**.

Procurement of HVAC units shall be made by June 15, 2012 or 75 calendar days after receipt of approved HVAC submittal. For procurement of HVAC equipment beyond the aforementioned date, there shall be liquidated damages in the amount of **Two Hundred Fifty DOLLARS (\$250.00) per calendar day**.

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

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

Angeles Contractor, Inc.

Name of Corporation, Partnership or Sole Proprietor

8461 Commonwealth Ave., Buena Park, CA 90621

Address

Telephone: 714-443-3655

Young Kang

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 Notice Inviting Bids.

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

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

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

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ATTACHMENT NO. 4 TO BID FORM

PROPOSED SUBCONTRACTORS

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

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

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

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

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

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

No prime contractor whose bid is accepted shall:

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

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

A prime contractor violating any of the provisions of Public Contract Code Section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise the option, at its own

SBCUSD: Modernization & HVAC Upgrades to Pacific, San Andreas, Sierra HS Attachment No. 4
Bid Number: F11-02D to Bid Form

discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

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

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

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

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

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Abatement	Castlerock Environmental	562-941-9244 Snake Pt Spring 90670	756106
Interior Demolition			
SIR Demolition	AMON Development	626-369-5844 CITY OF INDUSTRY 91745	819852
Asphalt			
(with rebar) Site Concrete			
Building concrete w/rebar CMU w/rebar			
Metal Works	Riverside Steel Construction 951324	951-324-0105 Riverside 92508	591353
FENCES & GATES	Fenceworks	760-949-3443 Hesperia 92345	745223
Rough Carpentry			
Drywall & Framing	CASA CONTRACTING INC	760.536.8549 WINCHESTER 92596	860206

Angeles Contractor, Inc.

NAME OF BIDDER

Signature: _____

Title: President

SBCUSD: Modernization & HVAC Upgrades to Pacific, San Andreas, Sierra HS
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DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Insulation	VICKINGS INSULATION CO	323-849-6991 LOS ANGELES	297771
Epoxy Flooring	Virgil Vasquez maintenance	Burbank 805-644-7093 Santa Barbara 93105	686825
Sheet Metal			
Doors, Frames & Hardware	McKernan Construction	909-307-1783 REDLANDS 92376	913333
ROOFING	Bell Roof Co. Inc	909-886-6863 SAN BERNARDINO 92410	119946
Glazing			
Tile	CONTINENTAL marble Tile	951-284-1776 CORONA 92829	394
Acoustical Ceiling	Hamilton Ceiling Systems	951-276-1843 RIVERSIDE 92501	787,546

Angeles Contractor, Inc.

NAME OF BIDDER

Signature: _____

Title: _____

President

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DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
Floring	Prospectra	662-483-8500 Cerritos 90703	740392
Toilet partition & Accessories	PENNER PARTITIONS INC	714 666-0822 Anaheim 92806	924223
Lockers	ENGINEERED Storage Systems INC	626-961-0761 Azusa 91702	356011
Food Service Equipment	Southwest Design & Supply Co	602-437-2944 PHOENIX AZ 85040	606318
Plumbing	Combs Company Plumbing	909-239-8494 Paul IDAHO 83347	517012

Angeles Contractor, Inc.

NAME OF BIDDER

Signature: _____

Title: President

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DESIGNATION OF SUBCONTRACTORS

Portion of Work	Subcontractor Name	Phone Number & Address of Business	License No
HVAC	Air Design Solutions	323-727-7500 mostekelle 90640	953818
Electrical	Flemmington Electrical	909-793-4600 Redlands 92373	319622
LOW VOLTAGE	ENCO systems	909-886-7771 San Bernardino 92408	691828

Angeles Contractor, Inc.

NAME OF BIDDER

Signature: _____

Title: President

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Attachment No. 4

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