



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: <a href="http://www.sbcusdfacilities.com/procurement/nib.cfm">http://www.sbcusdfacilities.com/procurement/nib.cfm</a>		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Los Angeles Engineering, Inc., Covina, CA	\$599,950.00
2	Asphalt, Fabric & Engineering, Inc.; Signal Hill, CA	\$625,000.00
3	Byrom-Davey, Inc., San Deigo, CA	\$ 692,900.00
4	Principals Contracting, Inc., Riverside, CA	\$ 740,000.00
5	K.A.R. Construction, Inc., Ontario, CA	\$ 817,000.00
6	FATA Construction & Development, Riverside, CA	\$ 863,000.00
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**BID FORM**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Athletic Complex Upgrades at Arroyo Valley HS

Bid No. F16-07

CONTRACTOR  
NAME:

Los Angeles Engineering, Inc.

DIR  
REGISTRATION  
NUMBER:

1000002848

ADDRESS:

633 N. Barranca Ave.

Covina, CA 91723

TELEPHONE:

( 626 ) 454-5222

FAX:

( 626 ) 454-5226

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

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 NO. F16-07**

**Athletic Complex Upgrades at Arroyo Valley HS**

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.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number  
1 2 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

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.

TOTAL PRICE

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

**Arroyo HS:**

Five Hundred Ninety Nine Thousand Nine Hundred Fifty DOLLARS  
(\$ 599,950.00 )

[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 NONE Dollars (\$ \_\_\_\_\_)

Alternate No. 2: ADD/DEDUCT \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 3: ADD/DEDUCT \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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.

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

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

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.

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:

Los Angeles Engineering, Inc. - Corporation

Angus O'Brien - President/Treasurer

Aaron O'Brien - Secretary

(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.)

**PROTEST PROCEDURES.** 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: 591176  
License expiration date: 03/31/2018  
Name on License: Los Angeles Engineering, Inc.  
Class of License: A, B, C10, C27, HAZ

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

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.

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.


Debarment. 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 representative, 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)

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 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.

Los Angeles Engineering, Inc.  
\_\_\_\_\_  
Proper Name of Company  
Aaron O'Brien, Secretary  
\_\_\_\_\_  
Name of Bidder Representative  
633 N. Barranca Ave.  
\_\_\_\_\_  
Street Address  
Covina, CA 91723  
\_\_\_\_\_  
City, State, and Zip  
( 626 ) 454-5222  
\_\_\_\_\_  
Phone Number  
( 626 ) 454-5226  
\_\_\_\_\_  
Fax Number  
aaron@laeng.net  
\_\_\_\_\_  
E-Mail

By:  \_\_\_\_\_ Date: 06/14/2016  
Signature of Bidder Representative  
Aaron O'Brien, Secretary

**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.**

## **ATTACHMENT NO. 4 TO BID FORM**

### **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	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Fence (partial) 1.49%	Econo Fence Inc.	Riverside, CA 951-685-5000	jleslie@econofenceinc.com	337734 C-13	1000001395

Proper Name of Bidder: Los Angeles Engineering, Inc.

Date: 06/14/2016

Name: Aaron O'Brien, Secretary

Signature of Bidder Representative: \_\_\_\_\_

Address: 633 N. Barranca Ave., Covina, CA 91723

Phone: 626-454-5222



**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
BID COVER SHEET**

BID NO.: F16-07      DSA APP #: 04-\_\_\_\_\_      BID DUE: June 14, 2016, 10:00 AM

PROJECT NAME:      Athletic Complex Upgrades at Arroyo Valley HS.

PROJECT ADDRESS: 1881 W. Baseline St., San Bernardino, CA 92411

THE WORK UNDER THIS BID IS A PROJECT OF: FACILITIES DEPARTMENT

**BID PACKAGE SUBMITTAL FROM:**

BIDDER/CONTRACTOR: Asphalt, Fabric & Engineering , Inc.

BIDDER CONTACT:      Douglas E. Coulter

BIDDER TELEPHONE:      (562) 997-4129

BIDDER EMAIL:      dcoulter@afesports.com

**CONTENTS MUST INCLUDE: (Please Check Each Box)**

Attachments:

- 1 - Bidder's Non-Collusion Affidavit
- 2 - Site Visit Certification
- 3 - Certification of Compliance with DVBE Policy)
- 4 - Proposed Subcontractors
- 5 - Bid Bond Form
- 6 - Bidder References & Responsibility Information
- 7 - Certificate Regarding Workers' Compensation
- 8 - Acknowledgement of Bidding Practices Regarding Indemnity Form

**SUBMIT BID TO:**      **BID BOX - PURCHASING DEPARTMENT**  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
777 NORTH "F" STREET  
SAN BERNARDINO, CA 92410

**NOTE: This sheet must be completed and affixed to the outside of the bid envelope.**

**BID FORM**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Athletic Complex Upgrades at Arroyo Valley HS

Bid No. F16-07

CONTRACTOR  
NAME:

Asphalt, Fabric & Engineering, Inc.

DIR  
REGISTRATION  
NUMBER:

100000 4130

ADDRESS:

2683 Lime Avenue

Signal Hill, CA 90755

TELEPHONE:

(562) 997-4129

FAX:

(562) 997-4109

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

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 NO. F16-07**

**Athletic Complex Upgrades at Arroyo Valley HS**

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.

Bidder acknowledges the following Addendum:

Number    Number    Number    Number    Number    Number    Number    Number  
    1        2      \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_

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.

TOTAL PRICE

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

**Arroyo HS:**

\_\_\_\_\_ SIX HUNDRED TWENTY FIVE THOUSAND \_\_\_\_\_ DOLLARS  
(\$ 625,000 )

[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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 2: ADD/DEDUCT \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 3: ADD/DEDUCT \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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.

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

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

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.

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:

Douglas E. Coulter  
2683 Lime Avenue Signal Hill, CA 90755

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(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.)

PROTEST PROCEDURES. 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: 747934  
License expiration date: 04/30/2018  
Name on License: Asphalt, Fabric and Engineering Inc  
Class of License: A, C-61/D12, B HAZ

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

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.

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.

Debarment. 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 representative, 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)

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 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.

Asphalt, Fabric & Engineering, Inc.

Proper Name of Company  
Douglas E. Coulter

Name of Bidder Representative  
2683 Lime Avenue

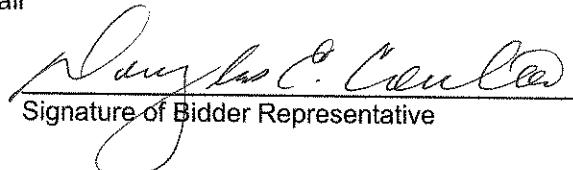
Street Address  
Signal Hill, California, 90755

City, State, and Zip  
(562) 997-4129

Phone Number  
(562) 997-4109

Fax Number  
dcoulter@afesports.com

E-Mail

By:   
Signature of Bidder Representative

Date:  
6/13/16

**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.**

## **ATTACHMENT NO. 4 TO BID FORM**

### **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	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
FENCING	ECONOFENCE	RIVERSIDE, CA (951) 685-5000	jleslie @econofenceinc.com	337734	1000001395

Proper Name of Bidder: Asphalt, Fabric & Engineering, Inc.

Date: 6/13/2016  
 Name: DOUGLAS E. COULTER

Signature of Bidder Representative: *Douglas E. Coulter*

Address: 2683 Lime Avenue Signal Hill, CA, 90755  
 Phone: 562-997-4129



**BID FORM**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Athletic Complex Upgrades at Arroyo Valley HS

Bid No. F16-07

CONTRACTOR  
NAME: Byrom - Davey, Inc.

DIR  
REGISTRATION  
NUMBER: 10000002392

ADDRESS: 13220 Evening Creek Drive South #103  
San Diego, CA 92128

TELEPHONE: (858) 513-7199

FAX: (858) 513-7198

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

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 NO. F16-07**

**Athletic Complex Upgrades at Arroyo Valley HS**

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.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number  
1 2 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

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.

TOTAL PRICE

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

**Arroyo HS:**

SIX HUNDRED NINETY TWO THOUSAND NINE HUNDRED \_\_\_\_\_ DOLLARS

(\$ 692,900 )

[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 N/A Dollars (\$ \_\_\_\_\_)

Alternate No. 2: ADD/DEDUCT N/A Dollars (\$ \_\_\_\_\_)

Alternate No. 3: ADD/DEDUCT N/A Dollars (\$ \_\_\_\_\_)

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.

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

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

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.

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:

Steve Davey - 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.)

PROTEST PROCEDURES. 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: 803447  
License expiration date: Jan. 31, 2018  
Name on License: Steve Davey  
Class of License: A; B; C8; C12; D12

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

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.

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.

Debarment. 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 representative, 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)

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 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.

Byrom-Davey, Inc.

Proper Name of Company

Steve Davey

Name of Bidder Representative

13220 Evening Creek Dr. South #103

Street Address

San Diego, CA 92128

City, State, and Zip

(858) 513-7199

Phone Number

(858) 513-7198

Fax Number

steved@byrom-davey.com

E-Mail

By:

Signature of Bidder Representative

Date:

June 14, 2016

**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.**

## **ATTACHMENT NO. 4 TO BID FORM**

### **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	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
A/C PAVING	TERRA PAVE, INC	12115 RIVER RD WHITTIER, CA 90606 562-693-7283	garon@terra pave.com	456836-A; C12	100000807
LANDSCAPE	EVERGREEN ENVIRONMENT, INC	10405 SAN SEVAIN WAY MIRA LOMA, CA 91752 951-332-4606	WAY & H JUAN@evergreenenvironment.net	810462 A, B, C10, C21, C36, O12, D34	100000361
FENCING	ELONO FENCE, INC	5261 PEDEY RD RIVERSIDE, CA 92509 951-685-5000	ajohnson@econofence.com	337734 B; C13	1000001395

Proper Name of Bidder: Byrom-Davey, Inc.  
 Date: June 14, 2016  
 Name: Steve Davey  
 Signature of Bidder Representative: \_\_\_\_\_  
 Address: 13220 Evening Creek Dr. S. #103, San Diego CA 92128  
 Phone: 858-513-7199