

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

	http://www.sbcusdfacilities.com/procurement/nib.cfm						
	CONTRACTOR (Name, City, State)	BID AMOUNT					
1	Hamel Contracting, Inc., Murrieta, CA	\$ 293,008.00					
2	IVL Contractors, Inc., Rialto, CA	\$ 294,000.00					
3	Mobile Modular Construction, Inc., Villa Park, CA	\$ 299,999.00					
4	Harik Construction, Inc., Glendora, CA	\$ 313,000.00					
5	R. Jensen CO., Inc., Norco, CA	\$ 357,777.00					
6	Dalke & Sons Construction, Inc., Riverside, CA	\$ 367,890.00					
7	Fata Construction & Development, Riverside, CA	\$ 647,000.00					
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BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CHAVEZ MS PORTABLE INSTALLATION CHAVEZ MS

6650 N. Magnolia Ave., San Bernardino, CA 92407 Bid No. F17-02

CONTRACTOR	
NAME:	Hamel Contracting, Inc.
DIR REGISTRATION	
NUMBER:	1000001863
ADDRESS:	26431 Jefferson Ave. Suite A
	Murrieta, Ca. 92562
TELEPHONE:	(951) 600-2783
FAX:	(951) 600-3951
EMAIL:	estimating@hamelinc.com

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. F17-02

Chavez MS Portable Installation

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 1	Number 2	Number	Number ———	Number	Number	Number	Number
		•	sion of all adout		d prior to bid	in the blanks	s provided at	oove. Your failure
	A.) Base B	Bid (\$ <u>29</u>	3,008)			
	B.) Allowa	nce (\$	N/A)			
<u>TO</u>	TAL PRICE	- ENTIRE	IOB (Base B	id A + Allow	ance B)			
	TOTAL CA	SH PURCH	ASE PRICE	IN WORDS	& NUMBER	S:		
	Two Ha	مهروع مينه	ety three	broscort	and eig	n+		_ DOLLARS
	(\$ <u>Z93</u>	, ००ह)				

[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 Install	When or Road	Dollars (\$_	4,000	,
Alternate No.	2: ADD/DEDUCT	N/A	Dollars (\$_	al /A	
Alternate No.	3: ADD/DEDUCT	NA	Dollars (\$	N/n	١

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:
Corporation: Hamel Contracting, Inc.
President: Grant J. Hamel
Treasurer / Secretary: Alison Hamel
(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: 919635
License expiration date: 12/31/2016
Name on License: Hamel Contracting, Inc.
Class of License: B / A / C-8

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.

<u>Debarment.</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 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)

<u>Designation of Subcontractors:</u> In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 <u>et. seq.</u>) 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.

Hamel Contracting, Inc. Proper Name of Company Grant J. Hamel, President Name of Bidder Representative 26431 Jefferson Ave. Suite A Street Address Murrieta, Ca. 92562 City, State, and Zip 951) 600-2783 Phone Number 951) 600-3951 Fax Number estimating@hamelind.com E-Mail By: Date: Signature of Bidder Representative 9/21/2016 Grant J. Hamel President

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.

By:

All signatures must be made in permanent blue ink.

Date:
9/21/2016

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
Flooring 30%	Riccardi Floor Conferring Inc.	ontario, Cu	John C. Card. Flors	929568 C-15	1000001776
Printing 40/0	Mc Millin Painting Inc.	liveside (A	randy Countillia parting.	724822	000001721
Ramps 3º/0	PMP Services Inc	Riverside 9	brankletapservices.	647412 B	1000012387
Electrical	DKW	montclair CA	dean Educate lectric.	977594	
Fire Hlarm/18% Alarm Systam		Sinty Fe Springs ca	+ 5ins@simlogrispell.	986047	1-000 (0219
Data and 8% Intrasion	Arrow head Digital SoldionsInc	Riverside en	rheerfearnined digital . com	772675	(100,100576
Gradins 1 10/0 Demo	GreenMountain Christering	Tenacola CH	Katheringe green museum engagements.	655616 A/B/C-12	1000×285°
Paving, Site Concrete 12%	Himsel Concrete	Murriety CA	jhale @ hameliaccon	10/1533 ABC-6	1000035646
Pavement Markings 1%	Stripe ling COKirk Good	yorgipg (B)	stripetine loopinge	917965	10000 35162
Fencing 2%	All league force	lolfon (A	smarther e	986316	10000 18901
Relocation of 10% Classroom	hosile modulet bastructum Inc	Oranse Of	Colonianicaus@ Yahoo.com	680813	100001293

Proper Name of Bidder: Hamel Contracting, Inc.

Date: 9/21/2016, //
Name: Grant J. Marnel, President

Signature of Bidder Representative:

Address: 26431 Jefferson Ave. Suite A Murrieta, Ca. 92562

Phone: 951-600-2783

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CHAVEZ MS PORTABLE INSTALLATION

CHAVEZ MS

6650 N. Magnolia Ave., San Bernardino, CA 92407 Bid No. F17-02

CONTRACTOR NAME:	IVL Contractors, Inc.
DIR REGISTRATION NUMBER:	1000001431
ADDRESS:	P.O. Pox Elalo
	Rialto, CA. 90377
TELEPHONE:	(951) 471-2871
FAX:	<u>(451)</u> 471-2873
EMAIL:	ivicontractors @ vahoo.com

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. F17-02

Chavez MS Portable Installation

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 2	Number	Number	Number	Number	Number	Number ———
	Acknowled to do so ma	ige the inclus ay render yo	sion of all ado our bid non-re	denda issued esponsive.	d prior to bid	in the blanks	s provided at	oove, Your failure
	A.) Base B	36 (\$ 3 C	14,000	0.0)			
	B.) Allowa	nce (\$	Q_)			
						•		
TO	TAL PRICE	- ENTIRE .	JOB (Base B	id A + Allowa	ance B)			•
	TOTAL CA	SH PURCH	ASE PRICE	IN WORDS	& NUMBER	S:		
	$-T\omega$	<u>hund</u>	<u>oin bon</u>	ety for	or Hopo	sand		_ DOLLARS
	(\$ _ 29	14,000), 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	Thirty One thousand	Dollars (\$31,000.59)	Ī
Alternate No.	2: ADD/DEDUCT		Dollars (\$)	ļ
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 folegoing proposal as principals are as follows.
Ivan Lopez - President
Veronica brambila de lapoz-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; a co-partnership, state the true names of the firm, as well as the names of all individual co-partner comprising the firm; if bidder or other interested person is an individual, state the first and last name in full.)
PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working day 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 licens information:
License Number: 6908110
License expiration date: 0212912017
Name on License: IVL Contractors, Inc.
Class of License:
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.

<u>Debarment.</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 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)

<u>Designation of Subcontractors:</u> In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 <u>et. seq.</u>) 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.

LVL Contractors Inc
Proper Name of Company
Ivan Lopez / Veronica Brambilado Lopez
Name of Bidder Representative
P.O. Pox 8106
Street Address
Kirclto CA 92377
City, State, and Zip
451,471-2871
Phone Number
<u> 1951, 471-2873</u>
Fax Number,
IVICANTractors (a) Mahoo. com
E-Mail
By: Villenter Warming Jan 1 - Jate: Sept. 20, 2010 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.

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
	Extreme	Perris, CA.	mike@extrem		Number
Electrical	Electrical	951-453-6340	-C10.com	800497	10000017
Portable	Pro-Fab	Blooming ton, ca	iulic@cids	0, 6-47	
movers	Construction Inc.	909-873-5996	renterprises.com	88879W	1000021190
Hophart	26 beniad!	Yuccipa, CA.	jim jbpaning	A	
Paving	Engineering	909-772-7144	Egmail.com	998980	1000002409
& Fire Alarm	Red Dragon	1909)57 \$2,724	alfredo@red	C-10	
	Electric	د ۵۰	dragonelictrica	0W dd+110	FHEE 000001
Low Voltage	Amouneod	Riverside CA.	Kheers@	C-7-	-
	digital Solutions	<u>(951) 784-8580 </u>	amouned digital	778615	1000003820
Flooring	Riccardi	Ontario CA.	John r Driccard		
	Hoor covering	(909)923-0929	Hoorsocan	939568	8FT1000001
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eranz.					

Proper Name of Bidder;	IVL Contractors Inc.
Date:	Sept. 26,2016
Name:	Iriun Lopez
Signature of Bidder Representative:	9 1 1
Address:	P.D. Box 660, Prolito, CA 92577
Phone:	951-471-2871

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CHAVEZ MS PORTABLE INSTALLATION

CHAVEZ MS

6650 N. Magnolia Ave., San Bernardino, CA 92407 Bid No. F17-02

CONTRACTOR NAME:	MOBILE MODULAR CONSTRUCTION, INC		
DIR REGISTRATION NUMBER:	1000001293		
ADDRESS:	18601 Patrician Dr, Villa Park, CA 92861		
TELEPHONE:	(714) 299-9000		
FAX:	(714) 998-7098		
EMAIL:	COLONIAMICAUS@YAHOO.COM		

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. F17-02

Chavez MS Portable Installation

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 2	Number	Number ———	Number	Number	Number	Number
	Acknowled to do so ma	ge the inclus ay render yo	sion of all ado our bid non-re	denda issued esponsive.	d prior to bid	in the blanks	s provided al	oove. Your failui
	A.) Base E	Bid (\$ <u>299</u>	,999)			
	B.) Allowa	nce (\$ <u>0</u>)			
TC	TAL PRICE	– ENTIRE J	JOB (Base B	id A + Allow	ance B)			
	TOTAL CA	SH PURCH	ASE PRICE	IN WORDS	& NUMBER	S:		
	_TWO HUN	IDRED NINT	Y NINE THO	DUSAND NIN	IE HUNNDRI	ED NINTY NI	NE	_ DOLLARS
	(\$ _299,99	9	·)				

[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 _	0.00	Dollars (\$_0.00)
Alternate No. 2: ADD/DEDUCT _	0.00	Dollars (\$ 0.00)
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:

MITCH MARINESCU	PRESIDENT
ELENA MARINESCU	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.)

<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:	680893
License expiration date:	11/30/2017
Name on License:	MITCH MARINESCU
Class of License:	В

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.

<u>Debarment.</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 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
- 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)

<u>Designation of Subcontractors:</u> In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 <u>et. seq.</u>) 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.

MOBILE MODULAR CONSTRUCTION INC Proper Name of Company	
MITCH MARINESCU	
Name of Bidder Representative	
Charact Address	
Street Address	
18601 Patrician Dr, Villa Park, CA 92861	
City, State, and Zip	
<u>(714) 299-9000</u>	
Phone Number	
<u>(714) 998-7098</u>	
Fax Number	
coloniamicaus@yahoo.com	
E-Mail	
By: Signature of Bidder Representative	Date: 9/27/2016

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
Alarm,Data/Lan, Tel,	INTEGRITY	CANYON LAKE, CA	eric@integritycablingsys	11 2 2 3 1 2 2 1 1 1 1 1 1 1 1	
Public Add, Security	CABLING SERVICES	9518186238		861820	1000024176
Paving	Beach Paving Inc	Costa Mesa, 7149782414	johnj@beachpavinginc.	com 597202	100000903
		Ontario		381202	100000903
Sign and Striping	ABC Resorces	9099880390 sl	nawn@abcresources.biz	538680	1000001608
Carpet	JJJ Floor Covering Inc	San Diego 5626929008 jk	ells@jjjfloorcovering.com	327775	1000003812
Electric	GOP Electric	Granada Hills 8183352563	gopelectric@yahoo.com	984739	1000011245
Fencing	Econo Fence Inc	Riverside		THE STATE OF THE S	
1 0110111g	Econo rence inc	9516855000x105 jles Alpine	lie@econofenceinc.com		1000001395
Grading	Handy induatrial Construction	·	handyindustrial@yahod	940082 .com	100037079
		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			
	1		7777		

Proper Name of Bidder:	MOBILE MODULAR CONSTRUCTION, INC
Date:	9/27/2016
Name:	Mitch Marijnescu
Signature of Bidder Representative:	
Address:	18601 Patrician Dr, Villa Park, CA 92861
Phone:	7142999000