



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	Dalke & Sons Construction, Inc.; Riverside, CA	\$ 507,680.00
2	Hinkley and Associates, Inc.; Highland, CA	\$ 531,000.00
3	Hamel Contracting, Inc.; Murrieta, CA	\$ 554,008.00
4	Marjani Builders, Inc.; Mission Viejo, CA	\$ 596,000.00
5	Harik Construction, Inc.; Glendora, CA	\$ 597,000.00
6	PCN3, Inc.; Los Alamitos, CA	\$ 659,000.00
7	Horizons Construction Co. Int'l. Inc.; Orange, CA	\$ 697,000.00
8	H.C. Olsen Construction Company, Inc.; Monrovia, CA	\$ 713,766.00

**BID FORM**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
MUSCOY ES ADMINISTRATION/LIBRARY BUILDING MODIFICATIONS  
MUSCOY ES  
2119 Blake Street, San Bernardino, CA 92411  
Bid No. F17-05

CONTRACTOR  
NAME: *Dalke & Sons Construction, Inc.*

DIR  
REGISTRATION  
NUMBER: *1000003081*

ADDRESS: *4585 Allstate Drive, Riverside, CA 92501*

TELEPHONE: *( 951 ) 274-9880*

FAX: *( 951 ) 274-0319*

EMAIL: *barry@dalkeandsons.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. F17-05**

Muscoy ES Administration/Library Building Modifications

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
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	_____	_____	_____	_____

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.

A.) Base Bid (\$ 497,680.00 )

B.) Allowance (\$10,000 )

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

five hundred seven thousand six hundred eighty DOLLARS

(\$ 507,680.00 )

[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 Four thousand seven hundred Dollars (\$ 4,700.00)

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:

Calvin R. Dalke, President

Carol Dalke, Secretary / Treasurer

Barry Dalke, Vice President

Dalke & Sons Construction, Inc.

(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: 612500

License expiration date: 2/28/2019

Name on License: Dalke & Sons Construction, Inc.

Class of License: B, C10

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.

**Dalke & Sons Construction, Inc.**  
Proper Name of Company

**Barry Dalke, Vice President**  
Name of Bidder Representative

**4585 Allstate Drive**  
Street Address

**Riverside, CA 92501**  
City, State, and Zip

**( 951 ) 274-9880**  
Phone Number

**( 951 ) 274-0319**  
Fax Number

**barry@dalkeandsons.com**  
E-Mail

By:  Date: **3/15/2017**  
Signature of Bidder Representative

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

**All signatures must be made in permanent blue ink.**



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California )
County of Riverside )

I HEREBY CERTIFY that during a meeting of the Board of Directors of Dalke & Sons Construction, Inc. a corporation existing under the Laws of the State of California, held on June 23, 1994, the following resolution was duly passed and adopted:

Resolved, that Barry Dalke, Troy Dalke, Todd Dalke, Calvin Dalke Jr. as Vice President of the corporation, be and is hereby authorized to execute all Bid and Contract documents for this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.

I further certify that said resolution is now in full force and effect.

IN WHITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23rd , day of June, 1994.

Handwritten signature of Calvin R. Dalke
Calvin R. Dalke, President

Handwritten signature of Carol A. Dalke
Carol A. Dalke, Secretary

## **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
Final Cleaning	Rendys	11435 Tropic Ct. miners valley 909 213 0551	rendyscleaning@yahoo.com	973155 C161	1000001589
Flooring	Mikes Custom Flooring	1351 Park Ave. Redlands 909-335 0400	estimator.n&f@gmail.com	426696 C15	1000017563
Blinds	A1 Quality	9354 Pupilo St. San Diego 858 689 9999	al@ocllc@gmail.com	1009294 C69	1000006500
Fire Alarm	Simplex	10282 6th St. Menlo Park 909 987 7546	tsums@simplex	gruelle.com 986047 C10	1000000576
Concrete	Fonsica	455 W La Cadena Riverside CA 951 682 8881	fonsicaconst@gmail.com	99c global.net 826307 C8	1000012330
Fencing & Railing	Charley Tuttle	8087 W Alameda Bonsall 760 470 2096	charleycustommetal@gmail.com	859267 C51	1000001963
Low Voltage	Apple Valley Communications	21845 Hwy 68 Apple Valley 760-247 2668	twangh@avcsystems.com	542642 C7, C10	1000002294
Doors, Frames & Hardware	Mckinnon	P.O. Box 8984 Redlands 909 307 5650	dran@mckinnoninc.com	957421 C61	1000002082
Cabinetry	IOI	6820 Bryn Maf Los Angeles 323 759 4923	bill@ioimillwork.com	921302 C6	1000004542
Ceramic Tile	J. Colvin	5323 Alhambra Los Angeles 323 225 8212	bdinrites@colvin.com	260803 C54	1000001458
Acoustical Ceiling	WRC	P.O. Box 344 Garp 909-770-2368	Ldytsar@aol.com	636363 C2	1000003224
Drywall	Divega Builders	10180 Barksbur Riverside 951 332 2385	info@divega.com	977772 B	1000034476
Toilet Partitions & Accessories	YTI	1260 S. State College Perris 714 817 9637	ytilary@gmail.com	830286 C41	1000005750

Proper Name of Bidder: Dalke & Sons Construction, Inc.

Date: 3/15/2017

Name: Barry Dalke, Vice President

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

Address: 4585 Allstate Dr., Riverside, CA 952

Phone: 951-274-9880

**DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Demolition	DSI	PO Box 79198 Corona 951 737 2077	stere@demolitionspecialistinc.com	936 887 C21	1000002162
Plumbing	Paul J Construction	29521 YAZZ Rd Temechele 951 225 9546	peter.pauljconstruction@gmail.com	845017 C36	1000033348
Electrical	IEE	3716 Castana Ave Glendale 818 - 438 3151	jako@ielectrical.com	976899 E10	1000005073
Painting	Simons : wood	8737 winter garden Lakeside 619 5611318	ronda.simons.2000@yahoo.com	272910 C33	1000000488

Proper Name of Bidder: Dalke & Sons Construction, Inc.

Date: 3/15/2017

Name: Barry Dalke, Vice President


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

Address: 4585 Allstate Dr., Riverside, CA 952

Phone: 951-274-9880

**DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number

Proper Name of Bidder: *Dalke & Sons Construction, Inc.*  
 Date: *3/15/2017*  
 Name: *Barry Dalke, Vice President*  
 Signature of Bidder Representative:   
 Address: *4585 Allstate Dr., Riverside, CA 952*  
 Phone: *951-274-9880*

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

BID NO.: F17-05 DSA APP #: 04-115436 BID DUE: March 9, 2017,  
10:00am

PROJECT NAME: Muscoy ES Administration/Library Building Modifications

PROJECT ADDRESS: 2119 Blake Street, San Bernardino, CA  
92411

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

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: HINKLEY AND ASSOCIATES, INC.

BIDDER CONTACT: JEFF HINKLEY

BIDDER TELEPHONE: 909-862-5522

BIDDER EMAIL: jeff@hinkleygc.org

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  
MUSCOY ES ADMINISTRATION/LIBRARY BUILDING MODIFICATIONS  
MUSCOY ES  
2119 Blake Street, San Bernardino, CA 92411  
Bid No. F17-05

CONTRACTOR  
NAME: HINKLEY AND ASSOCIATES, INC.

DIR  
REGISTRATION  
NUMBER: 1000001803

ADDRESS: 6962 BOULDER AVE  
HIGHLAND CA 92346

TELEPHONE: (909) 862-5522

FAX: (909) 862-5541

EMAIL: jeff@hinkleygc.org

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. F17-05**

Muscoy ES Administration/Library Building Modifications

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
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	_____	_____	_____	_____

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.

A.) Base Bid (\$ 521,000.00 )

B.) Allowance (\$10,000 )

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

FIVE HUNDRED THIRTY ONE THOUSAND AND <sup>NO</sup>/<sub>100</sub> DOLLARS

(\$ 531,000.00 )

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 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:

NANCY HINKLEY - PRES, SEC, TRBS.  
JEFF HINKLEY - VP OF OPERATIONS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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: 760789  
License expiration date: 3-31-19  
Name on License: HINKLEY AND ASSOCIATES, INC. - JEFF HINKLEY  
Class of License: B

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.

HINKLEY AND ASSOCIATES, INC.  
Proper Name of Company

JEFF HINKLEY  
Name of Bidder Representative

6962 BOULDER AVE  
Street Address

HIGHLAND CA 92346  
City, State, and Zip

(909) 862-5522  
Phone Number

(909) 862-5541  
Fax Number

jeff@hinkleygc.org  
E-Mail

By:   
Signature of Bidder Representative

Date:  
2-21-17

**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
DEMO	DSI	PO BOX 79198 CORONA CA 92719 951 751 6014	steve@demolition-specialists.com	936886	100000 2162
ELECTRICAL	SUNCOAST	PO BOX 489 YUCAIPA CA 91399 909 583 4285	Bill546680@yahoo.com	501120	10000 42812
PLUMBING	REDWOOD	17794 CABAZON RD. APPLE VALLEY CA 92307 951 545 9701	REDWOOD PLUMBING@outlook.com	1016582	10000 41138
FRAMING DRYWALL	DWI	27056 5th Street Highland CA 92346 909 560 2386	tomalone.pwi@sbccjlab.net	768037	100000 2010
ACOUSTICAL CEILING	NU ACOUSTICS	3845 9th St Way RIVERSIDE 92509 951 788 1243	les@nuacoustics.com	413346	100000 17326
PAINT	CLEAN COAT	5225 CANYON CREST DR RIVERSIDE CA 92711 951 801 0396	nrsmelser@hotmail.com	885271	10000 32305
TOILET ACC. PARTITIONS	IDEAS	783 PALMARITA AVE RIVERSIDE CA 92507 951 781 0700	DARLA@IDEAS.com	461106	100000 3436
LOW VOLTAGE	ENKO	1001 SOUTH ARROWHEAD AVE SAN BERNARDINO CA 92408 909 855 7771	DANC@ENKOSYSTEMS.COM	691828	100000 1947
CONCRETE	RODARTE	909 433 1143 PO BOX 404042 Hesperia CA 92340	SERGIO PAC52@yahoo.com	744350	100000 4887

Proper Name of Bidder: HINKLEY AND ASSOCIATES, INC.

Date: 2.21.17

Name: JEFF HINKLEY

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

Address: 6962 BOULDER AVE HIGHLAND CA 92346

Phone: 909-862-5522

**BID FORM**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
MUSCOY ES ADMINISTRATION/LIBRARY BUILDING MODIFICATIONS  
MUSCOY ES  
2119 Blake Street, San Bernardino, CA 92411  
Bid No. F17-05

CONTRACTOR  
NAME: Hamel Contracting, inc.  
\_\_\_\_\_  
DIR  
REGISTRATION  
NUMBER: 1000001863  
\_\_\_\_\_  
ADDRESS: 26431 Jefferson Ave. Ste A  
\_\_\_\_\_  
Murrieta, CA 92562  
\_\_\_\_\_  
TELEPHONE: ( 951 ) 600-2783  
\_\_\_\_\_  
FAX: ( 951 ) 600-3951  
\_\_\_\_\_  
EMAIL: estimating@hameline.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. F17-05**

Muscoy ES Administration/Library Building Modifications

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
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	2nd 4	_____	_____	_____
				Revised Bid			
				Date			

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.

A.) Base Bid (\$ 544,008.00 )

B.) Allowance (\$ 10,000 )

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

FIVE Hundred Fifty FOUR Thousand and Eight DOLLARS  
(\$ 554,008.00 )

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 NA Dollars (\$\_\_\_\_\_)

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

Alternate No. 3: ADD/DEDUCT NA 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:

Corporation: Hamel Contracting, Inc.  
\_\_\_\_\_  
President: Grant J. Hamel  
\_\_\_\_\_  
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: 12/31/18  
\_\_\_\_\_  
Name on License: Hamel Contracting, Inc  
\_\_\_\_\_  
Class of License: A, B, C8  
\_\_\_\_\_

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.

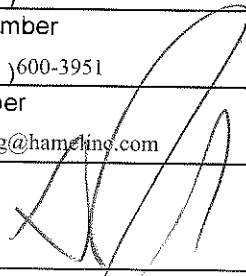
The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, 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.

Hamel Contracting, Inc.  
\_\_\_\_\_  
Proper Name of Company  
Grant J. Hamel  
\_\_\_\_\_  
Name of Bidder Representative  
26431 Jefferson Ave. Ste A,  
\_\_\_\_\_  
Street Address  
Murrieta, CA 92562  
\_\_\_\_\_  
City, State, and Zip  
( 951 ) 600-2783  
\_\_\_\_\_  
Phone Number  
( 951 ) 600-3951  
\_\_\_\_\_  
Fax Number  
estimating@hamelinc.com  
\_\_\_\_\_  
E-Mail  
  
By: \_\_\_\_\_ Date: 3/7/17  
Signature of Bidder Representative Grant J. Hamel

**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**

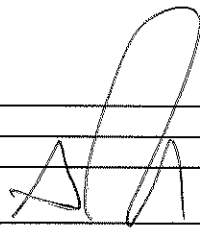
Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Demo	integrated demolition and remediation incorporated	Anaheim, CA		1003504	1000023608
Miscellaneous metals	Charley Tuttle's custom welding and metal fabrication	Bonsall, CA		859267	100001963
Casework	Lam - Tech corporation	Temecula, CA		758849	100003434
<del>Doors and</del>					
Doors	Door specialist	Pico Rivera, CA		768722	1000004983
Drywall and metal studs	PWI construction, inc.	Highland, CA		768037	100002010
Ceramic tile	Keith Peace Tile, inc.	Yucaipa, CA		816355	1000030481

Proper Name of Bidder: Hamel Contracting, Inc.

Date: 3/7/17

Name: Grant J. Hamel

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



Address: 26431 Jefferson Ave. Ste A, Murrieta, CA 92562

Phone: 9561-600-2783

**DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Acoustical ceilings	W R K Acoustics	EARP, CA		636363	1000003224
Flooring	Riccardi Floor covering, inc.	ontario, CA		929568	1000001778
Painting	Simmons and wood, inc.	Lakeside, CA		272910	1000000488
Signs	DBA A2Z sign company	South San Francisco, CA		995535	1000006429
Toilet Accessories	preferred construction specialties, inc.	Brea, CA		707596	1000001530
Plumbing	Integrity Plumbing	Moreno Valley, CA		752239	1000019301
Electrical	D K M Electric co, inc.	Montclair, CA		977594	1000010219

Proper Name of Bidder: Hamel Contracting, Inc.

Date: 3/7/17

Name: Grant J. Hamel

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

Address: 26431 Jefferson Ave. Ste A, Murrieta, CA 92562

Phone: 9561-600-2783

**DESIGNATION OF SUBCONTRACTORS FORM**

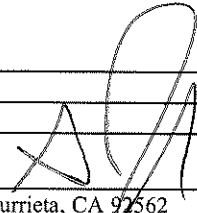
Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Fire Alarm, security,	ENKO SYSTEMS, INC.	San Bernardino, CA		691828	1000001947
Data, All Low voltage systems					
Concrete and Rebar	MASCORRO concrete construction, inc.	Thousand Palms, CA.		779774	1000005554
Fences and Gates	ECONO FENCE, INC.	Riverside, CA		337734	1000001395

Proper Name of Bidder: Hamel Contracting, Inc.

Date: 3/7/17

Name: Grant J. Hamel

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



Address: 26431 Jefferson Ave. Ste A, Murrieta, CA 92562

Phone: 9561-600-2783