



**Bid No. F20-03 - Arroyo Valley High School - Athletic
Complex Improvements Phase 3**

BID OPENING

July 1st @ 2:30pm
SBCUSD - BOE 777 N. F Street
San Bernardino, CA 92410

**Bid Results & 3 Lowest Bids Subcontractor Lists Available at
Facilities website under the procurements tab by bid number:
<http://sbcusdfacilities.com/transforming-schools/bid-opportunities>**

	CONTRACTOR (Name, City, State)	BID AMOUNT
1	RS Construction & Development INC, Upland, CA 91786	\$ 449,133.46
2	Byrom-Davey INC, San Diego, CA 92128	\$ 594,027.00
3	Environmental Construction INC, Woodland Hills, CA 91367	\$ 625,320.00
4	Delt Builders INC, La Verne, CA 91750	\$ 631,672.00
5	JM Builders INC, Redlands, CA 92373	\$ 638,800.00
6	C.S. Legacy Construction INC, Chino, CA 91710	\$ 699,411.00
7	Asphalt Fabric & Engineering INC, Signal Hill, CA 90755	\$ 712,700.00
8	Horizons Construction Co. Int'l INC, Orange, CA 92665	\$ 747,700.00
9	Dalke & Sons Construction INC, Riverside, CA 92501	\$ 878,480.00
10	MVC Enterprises INC, Temecula, CA 92590	\$ 942,000.00
11	Woodcliff Corp, Los Angeles, CA 90064	\$ 1,226,000.00
12		
13		
14		
15		

Bid Cover Sheet

BID NO.: F20-03 DSA APP #: 04-118524 BID DUE: Wednesday July 1, 2020 at 2:30PM

PROJECT NAME: Bid No. F20-03 Arroyo Valley HS Athletic Complex Improvements Phase 3

DSA APP #: 04-118524 PROJECT LOCATION: Arroyo Valley High School- 1881 W Base Line St, San Bernardino, CA 92411

**THE WORK UNDER THIS BID IS A PROJECT OF:
FACILITIES PLANNING AND DEVELOPMENT DEPARTMENT**

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: RS CONSTRUCTION & DEVELOPMENT, INC.
BIDDER CONTACT: RICARDO SERNA
BIDDER ADDRESS: 1330 MONTE VISTA AVE, UNIT 12, UPLAND, CA. 91786
BIDDER TELEPHONE: (909) 920-1144
BIDDER EMAIL: INFO@RSCDINC.COM

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- | | |
|---|---|
| <input checked="" type="checkbox"/> #1 - Bid Form | <input checked="" type="checkbox"/> #10 - Contractor's Certificate Regarding Workers' Compensation Form |
| <input checked="" type="checkbox"/> #2 - Request for Substitution | <input checked="" type="checkbox"/> #11 - Acknowledgement of Bidding Practices Regarding Indemnity Form |
| <input checked="" type="checkbox"/> #3 - Non-Collusion Declaration | <input checked="" type="checkbox"/> #12 - Local Business Outreach Program (LBOP) Form |
| <input checked="" type="checkbox"/> #4 - Site Visit Certification | <input checked="" type="checkbox"/> #13 - COVID-19 Safety Plan |
| <input checked="" type="checkbox"/> #5 - Certification of Compliance with DVBE Policy | |
| <input checked="" type="checkbox"/> #6 - Designation of Subcontractors | |
| <input checked="" type="checkbox"/> #7 - Bid Bond Form | |
| <input checked="" type="checkbox"/> #8 - Bid Guarantee Form* | |
| <input checked="" type="checkbox"/> #9 - Bidder References & Responsibility Information | |

SUBMIT BID TO: **BID BOX in the Lobby of the**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Board of Education Building
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410

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

Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project:

Arroyo Valley High School - Athletic Complex Improvements Phase 3

Project Addresses:

1881 W. Baseline Street, San Bernardino, CA. 92411

Bid No. F20-03

**CONTRACTOR
NAME:**

RS Construction & Development, Inc.

**DIR
REGISTRATION
NUMBER:**

1000053445

ADDRESS:

1330 Monte Vista Ave., Unit 12, Upland, CA. 91786

TELEPHONE:

(909) 920-1144

FAX:

(909) 920-1147

EMAIL:

Info@RSCDinc.com

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

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

Bid No. F20-03 Arroyo Valley High School Athletic Complex Improvements Phase 3

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

2. Bidder acknowledges the following Addenda:

Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:
1	2			

3. Total Base Bid

A. Base Bid (\$ 419,133.46)
B. Allowance (\$ 30,000.00)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Four Hundred Forty-Nine Thousand One Hundred Thirty-Three and 46/100

_____ DOLLARS

(\$ 449,133.46)

4. Alternate Bids: N/A

5. Time for Completion:

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

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

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

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

6. Bid Security:

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)

7. Designated Subcontractors:

The required List of Designated Subcontractors is attached hereto.

8. Non-Collusion Declaration

The required is attached hereto.

9. Substitution Request Form:

The Substitution Request Form, if applicable, is attached hereto.

10. Acceptance:

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as

accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

11. Notices:

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:

RS Construction & Development, Inc.

Ricardo Serna, President 1042 N. Mountain Ave., Ste.B-552, Upland, CA. 91786

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

12. Protest Procedures:

If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. CONTRACTOR's License:

- a. The undersigned bidder shall be licensed and shall provide the following California CONTRACTOR's license information:

License Number: 1005429

License expiration date: 10/31/2021

Name on License: RS CONSTRUCTION & DEVELOPMENT INC

Class of License: A/B

DIR Registration Number: 1000053445

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

14. Time is of the Essence:

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Contract is awarded 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 Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

15. Declaration:

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents, including the Plans, General Conditions of the contract, Supplemental Conditions, Addenda, and Specifications, all other documents issued to bidders 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 Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. 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 may designate a hearing officer who, in his or her discretion, finds the CONTRACTOR has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the DISTRICT;
- b. Committed an act or omission which reflects on the CONTRACTOR's quality, fitness or capacity to perform work for the DISTRICT;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the DISTRICT or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. Designation of Subcontractors:

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.

18. Bid Certification

I agree to receive service of notices at the e-mail address listed below.

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

RS Construction & Development, Inc.

Proper Name of Company

Ricardo Serna

Name of Bidder Representative

1330 Monte Vista Ave., Unit 12

Street Address

Upland, CA. 91786

City, State, and Zip

(909) 920-1144

Phone Number

(909) 920-1147

Fax Number

Info@RSCDinc.com

E-mail



Signature of Authorized Bidder Representative

Date: 7/1/20

Ricardo Serna, President

Signatory Name & Title (Printed)

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 2 – Request for Substitution at Time of Bid

Request for Substitution:

NO ☒ YES ☐

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by DISTRICT and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	DISTRICT Decision (circle one)
1.	N/A			Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the DISTRICT; (5) will require no excessive or more

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the DISTRICT’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) CONTRACTOR agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the CONTRACTOR shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the DISTRICT, CONTRACTOR is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or DISTRICT of the substitution request does not mean that the CONTRACTOR is relieved of CONTRACTOR's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the CONTRACTOR is awarded the Project.

Name of Bidder: RS Construction & Development, Inc.

By: Ricardo Serna

DISTRICT: _____

By: _____

Attachment 3 - Non-Collusion Declaration

(To be returned with Bid Form)

(Public Contract Code Section 7106)

(To be completed by Prime Bidder)

The undersigned declares:

I am the President of RS Construction & Development, Inc.,
(Title) (Name of Bidder)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this 26th day of June 20 20 at Upland, CA.



(Signature)

Ricardo Serna

(Name of Signatory)

Attachment 4 - Site Visit Certification

(To be returned with Bid Form)

I certify that I have visited the site(s) of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, the ARCHITECT, the PROGRAM MANAGER, the CONSTRUCTION MANAGER and all of their respective officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.



Signature of Bidder

Ricardo Serna

Typed Name of Bidder

State of California }
County of San Bernardino ss

Subscribed and sworn to (or affirmed) before me on this 26th day of 06, 2020 ,

By Ricardo Serna, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(Notary Seal) *See attached certificate.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Bernardino)

On June 26th, 2020 before me, Adrian Cazares, Notary Public
(here insert name and title of the officer)

personally appeared Ricardo Serna

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

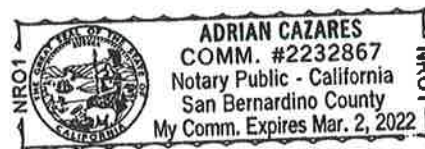
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Attachment 4 - Site Visit Certification

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

Attachment 5 - Certification of Compliance with DVBE Policy

(To be returned with Bid Form)

Bid No.: F20-03

Project: Athletic Complex Improvements Phase 3

Policy No.: 3323 Disabled Veteran Business Enterprises

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT.

2. At the time of execution of a contract, the CONTRACTOR will provide a statement to the DISTRICT of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the CONTRACTOR shall provide appropriate documentation to the DISTRICT identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the Contract, so that the DISTRICT can assess its success at meeting this goal.

3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Tentative Board Date: _____

The bidder/CONTRACTOR agrees to comply with the above DISTRICT DVBE policy:

Name of Bidder/CONTRACTOR: RS Construction & Development, Inc.

Authorized Signature: 

Date: 7/1/20

Attachment 6 -Designation of Subcontractors

(To be returned with Bid Form)

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 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 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 CONTRACTOR's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The CONTRACTOR shall list only one subcontractor for each such portion as is defined by the CONTRACTOR in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a CONTRACTOR fails to specify a subcontractor, or if a 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 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 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 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 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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.

This subcontractor information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the DISTRICT receives this information in a timely manner. The DISTRICT is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the DISTRICT, the DISTRICT's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

DESIGNATION OF SUBCONTRACTORS FORM
(To be returned with Bid Form - use additional sheets as necessary)

Scope of Work	Name of Subcontractor	Business Address	E-mail / Telephone	License Type & Number	DIR Registration Number
Electrical	SURGE INC	23811 WASHINGTON AVE C110 253 MURRIETA, CA 92591	(951) 897-9434 chris@surge-inc.com	1012838 C10	1000043898
Score Board	ABV SCOREBOARD SERVICES INC	1270 AVENIDA ACASO SUITE F CAMARILLO, CA 93012	(805) 484-2889 linda@fair-playcalifornia.com	A/ C10 966724	1000014883
Fencing	ECONO FENCE INC	5261 PEDLEY ROAD RIVERSIDE, CA 92509	(951) 685-5000 ajohnson@econofenceinc.com	B/ C13 337734	1000001395

Proper Name of Bidder: RS Construction & Development, Inc.

Date: 7/1/20

Name & Title of Bidder Representative: Ricardo Serna, President

Signature of Bidder Representative: 

Address: 1330 Monte Vista Ave., Unit 12, Upland, CA. 91786

Phone: (909) 920-1144

Bid Cover Sheet

BID NO.: F20-03 **DSA APP #:** 04-118524 **BID DUE:** Wednesday July 1, 2020 at 2:30PM

PROJECT NAME: Bid No. F20-03 Arroyo Valley HS Athletic Complex Improvements Phase 3

DSA APP #: 04-118524 **PROJECT LOCATION:** Arroyo Valley High School- 1881 W Base Line St, San Bernardino, CA 92411

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

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: Byrom-Davey, Inc.
BIDDER CONTACT: Steve Davey
BIDDER ADDRESS: 13220 Evening Creek Drive South, Suite 103, San Diego, Ca 92128
BIDDER TELEPHONE: 858-513-7199
BIDDER EMAIL: steved@byrom-davey.com / christineb@byrom-davey.com

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- | | |
|---|---|
| <input checked="" type="checkbox"/> #1 - Bid Form | <input checked="" type="checkbox"/> #10 - Contractor's Certificate Regarding Workers' Compensation Form |
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SUBMIT BID TO: **BID BOX in the Lobby of the**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Board of Education Building
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410

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

Checklist of Mandatory Bid Forms

(For CONTRACTOR's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☒ Bid Cover Sheet
- ☒ Bid Form (Attachment 1)
- ☒ Request for Substitution (Attachment 2) (*Note: If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened.*)
- ☒ Non-Collusion Declaration (Attachment 3)
- ☒ Site Visit Certification (Attachment 4)
- ☒ Certification of Compliance with DVBE Policy (Attachment 5)
- ☒ Designation of Subcontractors (Attachment 6)
- ☒ Bid Bond Form (or Bid Guarantee Form if Security is other than Bid Bond) (Attachment 7 or Attachment 8)
- ☒ Bidder References and Responsibility Information (Attachment 9)
- ☒ Contractor's Certificate Regarding Worker's Compensation Form (Attachment 10)
- ☒ Acknowledgment of Bidding Practices Regarding Indemnity (Attachment 11)
- ☒ Local Business Outreach Program (LBOP) Form (Attachment 12)
- ☒ Covid-19 Safety Plan (Attachment 13)

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Notice due to COVID-19:

All bids should be submitted to:

**San Bernardino City Unified School District
777 N. F Street, San Bernardino, Ca 92410**

- If you deliver prior to bid day, please email nellie.karbum@sbcusd.k12.ca.us with a specific delivery time so that we can provide access to our facility
- If you are mailing your bid, please notify Nellie Karbum, email nellie.karbum@sbcusd.k12.ca.us.

Note: It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified in the Notice Inviting Bids. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

On bid day:

SBCUSD will maintain physical distancing measures at District sites and will **require** that members of the public wear face coverings while conducting business with the District.

Any person exhibiting COVID-19 symptoms may not enter any SBCUSD property (*i.e., fever, dry cough, shortness of breath or difficulties breathing, chills, muscle pain, headaches, sore throat, or loss of taste or smell*)

Bid submittal procedure:

- We will accept bid submittals beginning 30 minutes prior to the stated bid submittal deadline
- Bid forms received by the stipulated times will be promptly opened in public and read aloud immediately after sealed envelopes are collected at the time, date, and location stated above in the Board of Education Building (BOE), BOE Community Room

Please direct all bid submittal and bid opening questions to Nellie Karbum, Facilities Officer at Nellie.karbum@sbcusd.k12.ca.us.

Thank you for your patience and understanding

Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: Arroyo Valley HS Athletic Complex Improvements Phase 3
Project Addresses: 1881 W Base Line St, San Bernardino, CA 92411

Bid No. F20-03

CONTRACTOR
NAME: Byrom-Davey, Inc.

DIR
REGISTRATION
NUMBER: 1000000392

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

TELEPHONE: () 858-513-7199

FAX: () 858-513-7198

EMAIL: steved@byrom-davey.com / christineb@byrom-davey.com

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

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

Bid No. F20-03 Arroyo Valley High School Athletic Complex Improvements Phase 3

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

2. Bidder acknowledges the following Addenda:

Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:
1	2			

3. Total Base Bid

A. Base Bid (\$ 564,027.00)

B. Allowance (\$ 30,000.00)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

FIVE HUNDRED NINETY-FOUR THOUSAND

TWENTY-SEVEN DOLLARS

(\$ 594,027.00)

4. Alternate Bids: N/A

5. Time for Completion:

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

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

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

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

6. Bid Security:

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)

7. Designated Subcontractors:

The required List of Designated Subcontractors is attached hereto.

8. Non-Collusion Declaration

The required is attached hereto.

9. Substitution Request Form:

The Substitution Request Form, if applicable, is attached hereto.

10. Acceptance:

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as

accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

11. Notices:

All notices or other correspondence should be addressed to the undersigned at the address stated below:

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

Steve Davey	President/Secretary
Paul Pankow	Sr. Vice President
Christine Butler	Treasurer
Eric Jennings	Vice President

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

12. Protest Procedures:

If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. CONTRACTOR's License:

- a. The undersigned bidder shall be licensed and shall provide the following California CONTRACTOR's license information:

License Number: 803447

License expiration date: 01/31/2022

Name on License: Byrom-Davey, Inc.

Class of License: A; B; C8; C12; C61/D12

DIR Registration Number: 1000000392

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

14. Time is of the Essence:

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Contract is awarded 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 Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

15. Declaration:

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents, including the Plans, General Conditions of the contract, Supplemental Conditions, Addenda, and Specifications, all other documents issued to bidders 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 Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. 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 may designate a hearing officer who, in his or her discretion, finds the CONTRACTOR has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the DISTRICT;
- b. Committed an act or omission which reflects on the CONTRACTOR's quality, fitness or capacity to perform work for the DISTRICT;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the DISTRICT or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. Designation of Subcontractors:

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.

18. Bid Certification

I agree to receive service of notices at the e-mail address listed below.

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

Byrom-Davey, Inc.

Proper Name of Company

Steve Davey

Name of Bidder Representative

13220 Evening Creek Drive South, Suite 103

Street Address

San Diego, CA 92128

City, State, and Zip

858-513-7199

Phone Number

858-513-7198

Fax Number

steved@byrom-davey.com

christineb@byrom-davey.com

E-mail


Signature of Authorized Bidder Representative

Date:
June 29, 2020

Steve Davey President & Secretary

Signatory Name & Title (Printed)

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 2 – Request for Substitution at Time of Bid

Request for Substitution:

NO ☒

YES ☐

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by DISTRICT and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	DISTRICT Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the DISTRICT; (5) will require no excessive or more

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the DISTRICT’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) CONTRACTOR agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the CONTRACTOR shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the DISTRICT, CONTRACTOR is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or DISTRICT of the substitution request does not mean that the CONTRACTOR is relieved of CONTRACTOR's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the CONTRACTOR is awarded the Project.

Name of Bidder: Byrom-Davey, Inc.

By:  Steve Davey

DISTRICT: _____

By: _____

Attachment 3 - Non-Collusion Declaration

(To be returned with Bid Form)

(Public Contract Code Section 7106)

(To be completed by Prime Bidder)

The undersigned declares:

I am the President & Secretary of Byrom-Davey, Inc.,
(Title) (Name of Bidder)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this 29th day of June 20 20 at San Diego, 92128.


(Signature)

Steve Davey
(Name of Signatory)

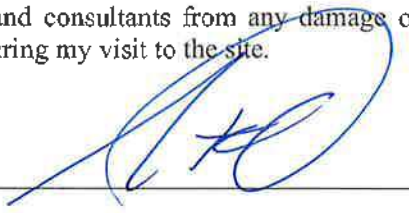
Attachment 4 - Site Visit Certification

(To be returned with Bid Form)

I certify that I have visited the site(s) of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, the ARCHITECT, the PROGRAM MANAGER, the CONSTRUCTION MANAGER and all of their respective officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.



Signature of Bidder

Steve Davey

Typed Name of Bidder

State of California }
County of San Bernardino ss

Subscribed and sworn to (or affirmed) before me on this ____ day of __, 2020 ____,

By _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

See Attached

(Notary Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On June 29, 2020 before me, Kelley M. Parham, Notary Public
(insert name and title of the officer)

personally appeared Steve Davey,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kelley M. Parham

(Seal)



Attachment 5 - Certification of Compliance with DVBE Policy

(To be returned with Bid Form)

Bid No.: F20-03

Project: Arroyo Valley HS Athletic Complex Improvements Phase 3

Policy No.: 3323 Disabled Veteran Business Enterprises

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT.

2. At the time of execution of a contract, the CONTRACTOR will provide a statement to the DISTRICT of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the CONTRACTOR shall provide appropriate documentation to the DISTRICT identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the Contract, so that the DISTRICT can assess its success at meeting this goal.

3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Tentative Board Date: _____

The bidder/CONTRACTOR agrees to comply with the above DISTRICT DVBE policy:

Name of Bidder/CONTRACTOR: **Byrom-Davey, Inc.**

Authorized Signature: _____

Date: **June 29, 2020**

Attachment 6 -Designation of Subcontractors

(To be returned with Bid Form)

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 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 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 CONTRACTOR's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The CONTRACTOR shall list only one subcontractor for each such portion as is defined by the CONTRACTOR in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a CONTRACTOR fails to specify a subcontractor, or if a 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 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 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 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 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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.

This subcontractor information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the DISTRICT receives this information in a timely manner. The DISTRICT is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the DISTRICT, the DISTRICT's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

DESIGNATION OF SUBCONTRACTORS FORM
(To be returned with Bid Form - use additional sheets as necessary)

Scope of Work	Name of Subcontractor	Business Address	E-mail / Telephone	License Type & Number	DIR Registration Number
INSTALL SCOREBOARD	ABV SCOREBOARD SERVICES, INC.	1270 AVENIDA ACASO # F CAMARILLO, CA 93012	LINDA@FAIR-PLAYCALIFORNIA.COM 805-484-2889	966724 A; C-10	100001 4883
ELECTRIC	F.E.C. ELECTREC, INC.	P.O. BOX 77 REDLANDS, CA 92373	RON@FEC-ELECTREC.COM 909-793-0965	743507 C10; B; A; C-7	100 000 4480
TG FENCING	ECONO FENCE, INC.	5261 PENDLEY RD. RIVERSIDE, CA 92509	AJOHNSON@ECONOFENCE.COM 951-685-5000	3397 TG 357734 C13; B	100 000 1575 TG
FENCING	TEAM WEST CONTRACTING CORP.	2733 VISTA AVE. BLOOMINGTON, CA 92316	AMANDA@TWC-CORP.COM 909-421-4450	934352 A; C13	TG PW-LR- 100 0633 737

Proper Name of Bidder: Byrom-Davey, Inc.

Date: June 29, 2020

Name & Title of Bidder Representative: Steve Davey President & Secretary

Signature of Bidder Representative: _____

Address: 13220 Evening Creek Drive South, Suite 103, San Diego, Ca 92128

Phone: 858-513-7199

DESIGNATION OF SUBCONTRACTORS FORM

DESIGNATION OF SUBCONTRACTORS FORM
(To be returned with Bid Form - use additional sheets as necessary)

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

Proper Name of Bidder: Byrom-Davey, Inc.

Date: June 29, 2020

Name & Title of Bidder Representative: Steve Davey President & Secretary

Signature of Bidder Representative: _____

Address: 13220 Evening Creek Drive South, Suite 103, San Diego, Ca 92128

Phone: 858-513-7199

DESIGNATION OF SUBCONTRACTORS FORM

Bid Cover Sheet

BID NO.: F20-03 **DSA APP #:** 04-118524 **BID DUE:** Wednesday July 1, 2020 at 2:30PM

PROJECT NAME: Bid No. F20-03 Arroyo Valley HS Athletic Complex Improvements Phase 3

DSA APP #: 04-118524 **PROJECT LOCATION:** Arroyo Valley High School- 1881 W Base Line St, San Bernardino, CA 92411

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

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: Environmental Construction, Inc.
BIDDER CONTACT: Farid Soroudi
BIDDER ADDRESS: 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367
BIDDER TELEPHONE: 818-449-8920
BIDDER EMAIL: estimating@environcon.com

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- | | |
|---|---|
| <input checked="" type="checkbox"/> #1 - Bid Form | <input checked="" type="checkbox"/> #10 - Contractor's Certificate Regarding Workers' Compensation Form |
| <input checked="" type="checkbox"/> #2 - Request for Substitution | <input checked="" type="checkbox"/> #11 - Acknowledgement of Bidding Practices Regarding Indemnity Form |
| <input checked="" type="checkbox"/> #3 - Non-Collusion Declaration | <input checked="" type="checkbox"/> #12 - Local Business Outreach Program (LBOP) Form |
| <input checked="" type="checkbox"/> #4 - Site Visit Certification | <input checked="" type="checkbox"/> #13 - COVID-19 Safety Plan |
| <input checked="" type="checkbox"/> #5 - Certification of Compliance with DVBE Policy | |
| <input checked="" type="checkbox"/> #6 - Designation of Subcontractors | |
| <input checked="" type="checkbox"/> #7 - Bid Bond Form | |
| <input checked="" type="checkbox"/> #8 - Bid Guarantee Form* | |
| <input checked="" type="checkbox"/> #9 - Bidder References & Responsibility Information | |

SUBMIT BID TO: **BID BOX in the Lobby of the**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Board of Education Building
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410

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

Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project:

Bid No. F20-03 Arroyo Valley HS Athletic Complex Improvements Phase 3

Project Addresses:

Arroyo Valley High School- 1881 W Base Line St, San Bernardino, CA 92411

Bid No. F20-03

**CONTRACTOR
NAME:**

Environmental Construction, Inc.

**DIR
REGISTRATION
NUMBER:**

1000009515

ADDRESS:

21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367

TELEPHONE:

() 818-449-8920

FAX:

() 818-805-3558

EMAIL:

estimating@environcon.com

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

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

Bid No. F20-03 Arroyo Valley High School Athletic Complex Improvements Phase 3

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

2. Bidder acknowledges the following Addenda:

Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:
1	2			

3. Total Base Bid

A. Base Bid (\$ 595,320.-)

B. Allowance (\$ 30,000.00)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Six hundred twenty five thousand three hundred twenty dollars

_____ DOLLARS

(\$ 625,320.-)

4. Alternate Bids: N/A

5. Time for Completion:

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

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

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

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

6. Bid Security:

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)

7. Designated Subcontractors:

The required List of Designated Subcontractors is attached hereto.

8. Non-Collusion Declaration

The required is attached hereto.

9. Substitution Request Form:

The Substitution Request Form, if applicable, is attached hereto.

10. Acceptance:

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as

accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

11. Notices:

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:

Environmental Construction, Inc. - Farid Soroudi - President

Environmental Construction, Inc. - Farid Soroudi - Secretary

Environmental Construction, Inc. - Farid Soroudi - Treasurer

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

12. Protest Procedures:

If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. CONTRACTOR's License:

- a. The undersigned bidder shall be licensed and shall provide the following California CONTRACTOR's license information:

License Number: 498624

License expiration date: 01-31-21

Name on License: Farid Soroudi

Class of License: A, B, C27, C10, HAZ, ASB

DIR Registration Number: 1000009515

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

14. Time is of the Essence:

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Contract is awarded 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 Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

15. Declaration:

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents, including the Plans, General Conditions of the contract, Supplemental Conditions, Addenda, and Specifications, all other documents issued to bidders 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 Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. 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 may designate a hearing officer who, in his or her discretion, finds the CONTRACTOR has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the DISTRICT;
- b. Committed an act or omission which reflects on the CONTRACTOR's quality, fitness or capacity to perform work for the DISTRICT;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the DISTRICT or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

17. Designation of Subcontractors:

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.

18. Bid Certification

I agree to receive service of notices at the e-mail address listed below.

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

Environmental Construction, Inc.

Proper Name of Company

Farid Soroudi

Name of Bidder Representative

21550 Oxnard Street, Suite 1060

Street Address

Woodland Hills, CA 91367

City, State, and Zip

818-449-8920

Phone Number

818-805-3558

Fax Number

estimating@environcon.com

E-mail



Signature of Authorized Bidder Representative

Date: 6-30/20

Farid Soroudi - President, Secretary, Treasurer

Signatory Name & Title (Printed)

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 2 – Request for Substitution at Time of Bid

Request for Substitution:

NO ☒

YES ☐

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by DISTRICT and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	DISTRICT Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the DISTRICT; (5) will require no excessive or more

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the DISTRICT's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) CONTRACTOR agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the CONTRACTOR shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the DISTRICT, CONTRACTOR is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or DISTRICT of the substitution request does not mean that the CONTRACTOR is relieved of CONTRACTOR's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the CONTRACTOR is awarded the Project.

Name of Bidder: Environmental Construction, Inc.

By: _____

DISTRICT: _____

By: _____

Attachment 3 - Non-Collusion Declaration

(To be returned with Bid Form)

(Public Contract Code Section 7106)

(To be completed by Prime Bidder)

The undersigned declares:


I am the President, Secretary, Treasurer of Environmental Construction, Inc.,
(Title) (Name of Bidder)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this 30th day of June 20 20 at 12:00PM.


(Signature)

Farid Soroudi - President, Secretary, Treasurer
(Name of Signatory)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

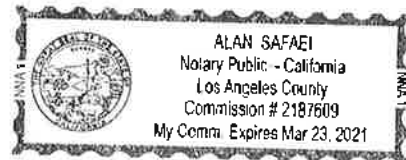
On 6-30-2020 before me, Alan Safaei, Notary Public
(insert name and title of the officer)

personally appeared FARID SOROUJ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alan Safaei (Seal)



Attachment 4 - Site Visit Certification

(To be returned with Bid Form)

I certify that I have visited the site(s) of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, the ARCHITECT, the PROGRAM MANAGER, the CONSTRUCTION MANAGER and all of their respective officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.



Signature of Bidder

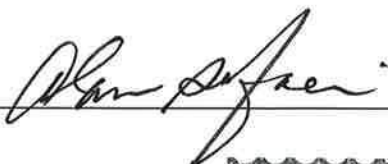
Farid Soroudi - President, Secretary, Treasurer

Typed Name of Bidder

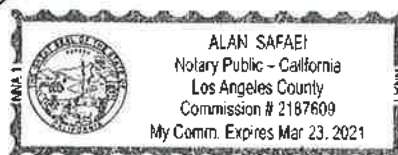
State of California }
County of San Bernardino ss

Subscribed and sworn to (or affirmed) before me on this 30 day of June, 2020.

By Alan Safaei, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 

(Notary Seal)



Attachment 5 - Certification of Compliance with DVBE Policy

(To be returned with Bid Form)

Bid No.: F20-03

Project: Bid No. F20-03 Arroyo Valley HS Athletic Complex Improvements Phase 3

Policy No.: 3323 Disabled Veteran Business Enterprises

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT.

2. At the time of execution of a contract, the CONTRACTOR will provide a statement to the DISTRICT of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the CONTRACTOR shall provide appropriate documentation to the DISTRICT identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the Contract, so that the DISTRICT can assess its success at meeting this goal.

3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Tentative Board Date: _____

The bidder/CONTRACTOR agrees to comply with the above DISTRICT DVBE policy: Environmental Construction, Inc.

Name of Bidder/CONTRACTOR: Environmental Construction, Inc. - Farid Soroudi - Secretary, President, Treasurer

Authorized Signature: _____

Date: 6/30/2020

Attachment 6 -Designation of Subcontractors

(To be returned with Bid Form)

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 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 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 CONTRACTOR's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The CONTRACTOR shall list only one subcontractor for each such portion as is defined by the CONTRACTOR in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a CONTRACTOR fails to specify a subcontractor, or if a 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 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 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 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 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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.

This subcontractor information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the DISTRICT receives this information in a timely manner. The DISTRICT is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the DISTRICT, the DISTRICT's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

DESIGNATION OF SUBCONTRACTORS FORM
(To be returned with Bid Form - use additional sheets as necessary)

Scope of Work	Name of Subcontractor	Business Address	E-mail / Telephone	License Type & Number	DIR Registration Number
FENCING	TEAMWAST CONTRACTING CORP	2733 VISTA AVE BLUMINGTON 92216	JOSEPH T WILSON 909-424-4450	934352 A, C13	1000633737
ELECTRICAL	R.F. ELECTRICAL	26301 DIMENSION DR LAKE FOREST 92630	TOM@R-ELECTRICAL 949-770-2264	813655 A, C-10	1000003540

Proper Name of Bidder: Environmental Construction, Inc.

Date: 6/30/2020

Name & Title of Bidder Representative: Farid Soroudi - President, Secretary, Treasurer

Signature of Bidder Representative: 

Address: 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367

Phone: 818-449-8920