



**Bid No. F21-05 Del Vallejo Middle School Site
Improvements & Lunch Shelter**

BID OPENING

October 21, 2021 @ 2:00pm

SBCUSD - Board of Education 777 N. F St, 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	Oakview Constructors, Inc. - Calimesa, CA	\$ 1,064,000.00
2	ABNY General Engineering Inc. -Glendora, CA	\$ 1,070,000.00
3	Inland Building Construction Companies, Inc. - San Bernardino	\$ 1,234,900.00
4	Harik Construction, Inc. - Glendora, CA	\$ 1,274,000.00
5	Jergensen Construction Inc. - Oak Hills, CA	\$ 1,287,000.00
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Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: F21-05 Del Vallejo - Site Improvements & Del Vallejo Lunch Shelter

Project Address: 1185 E. Lynwood Drive, San Bernardino, CA 92410

Bid No. F21-05

CONTRACTOR
NAME: Oakview Constructors, Inc

DIR
REGISTRATION
NUMBER: 1000024003

ADDRESS: PO Box 625 (959 Calimesa Blvd)
Calimesa, CA 92320

TELEPHONE: (909) 795-0990

FAX: (909) 795-3150

EMAIL: Tammy@oakviewci.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. F21-05 Del Vallejo - Site Improvements & Del Vallejo Lunch Shelter

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		

3. **Total Base Bid**

- A. Del Vallejo Site Improvements (DSA 04-119911) (\$ 314,000.⁰⁰)
- B. Del Vallejo Site Improvements Allowance (\$ 40,000.00)
- C. Subtotal Del Vallejo Improvements (DSA 04-119911) (A+B) (\$ 354,000.⁰⁰)
- D. Del Vallejo Lunch Shelter (DSA # 04-120142) (\$ 560,000.⁰⁰)
- E. Del Vallejo Lunch Shelter Allowance (\$ 150,000.00)
- F. Subtotal Del Vallejo Lunch Shelter (DSA 04-120142) (D+E) (\$ 710,000.⁰⁰)

TOTAL PRICE – ENTIRE JOB (C. Subtotal Del Vallejo Site Improvements + F. Subtotal Del Vallejo Lunch Shelter)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One Million Sixty four Thousand and 00/100

DOLLARS

(\$ 1,064,000.⁰⁰)

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:

Oakview Constructors, Inc

John Field - President/Treasurer

Tamara Bernardo - Secretary

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

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: 462847

License expiration date: 06/30/2022

Name on License: Oakview Constructors, Inc

Class of License: B & C-8

DIR Registration Number: 1000024003

- 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.

Oakview Constructors, Inc

Proper Name of Company

John Field - President/Treasurer

Name of Bidder Representative

959 Calimesa Blvd

Street Address

Calimesa, CA 92320

City, State, and Zip

(909) 795-0990

Phone Number

(909) 795-3150

Fax Number

Tammy @Oakviewci.com

E-mail



Signature of Authorized Bidder Representative

October 21, 2021

Date

John Field - President/Treasure

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 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.	N/A			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: Oakview Constructors, Inc

By:  John Field - President/Treasurer

DISTRICT: San Bernardino City Unified School 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 Secretary of Oakview Constructors, 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 20th day of October 20 24 at Calimesa, CA.


(Signature)

Tamara Bernardo - Secretary
(Name of Signatory)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

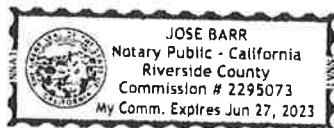
State of California)

County of Riverside)On OCT 20 2021 before me, Jose Barr, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Tamara Rae Bernardo
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

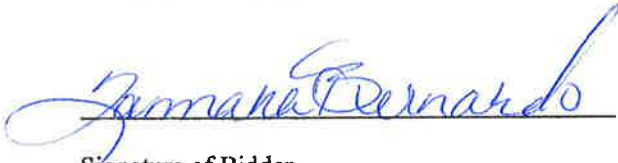
Attachment 4 - Site Visit Certification

(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

Tamara Bernardo - Secretary

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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Riverside)On OCT 20 2021before me, Jose Barr, Notary Public

Date

Here Insert Name and Title of the Officer

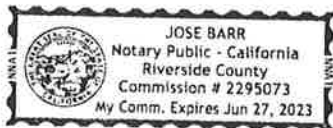
personally appeared Tamara Rae Bernardo

Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Attachment 5 - Certification of Compliance with DVBE Policy

(To be returned with Bid Form)

Bid No.: F21-05

Project: Del Vallejo - Site Improvements and Del Vallejo Lunch Shelter

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: Tuesday November 16, 2021

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

Name of Bidder/CONTRACTOR: Oakview Constructors, Inc

Authorized Signature: 
Tamara Bernardo - Secretary

Date: October 21, 2021

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
Fences / Gates / Handrails	Fence works	Hesperia, CA	760 949 3443	745 223	1000001676
Landscape	Marina Landscape	Orange, CA	714 392 0477	492862	1000000079
Electrical	J Miller Electrical	Hesperia, CA	760 949 6491	730588	100000787
Shade Structure	USA Shade	Orange, CA	800 966 5005	989458	1000003533
Asphalt / Paving	United Paving	Corona, CA	951 739 9200	865828	1000002563
Asphalt Paving	Universal Asphalt	Santa Fe Springs, CA	562 941 0201	256383	1000001866
Pavement Markings	Superior Pavement Markings	Beaumont, CA	951 845 2799	776306	1000001476

Proper Name of Bidder: Oakview Constructors, Inc

Date: October 21, 2021

Name & Title of Bidder Representative: Tamara Bernardo - Secretary

Signature of Bidder Representative: 

Address: PO Box 625, Calimesa, CA 92320

Phone: (909) 795-0990

Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: Del Vallejo - Site Improvements & Lunch Shelter
Project Address: Del Vallejo MS - 1885 E Lynwood Dr, San Bernardino, CA 92404
Bid No. F21-05

CONTRACTOR
NAME: ABNY General Engineering Inc.

DIR
REGISTRATION
NUMBER: 1000002354

ADDRESS: 1302 Indian Springs Dr
Glendora, CA 91741

TELEPHONE: (626) 586-2020

FAX: (626) 380-4944

EMAIL: SamWahba@abnyinc.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. F21-05 Del Vallejo - Site Improvements & Del Vallejo Lunch Shelter

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		

3. **Total Base Bid**

- A. Del Vallejo Site Improvements (DSA 04-119911) (\$ 234,000.00)
- B. Del Vallejo Site Improvements Allowance (\$ 40,000.00)
- C. **Subtotal Del Vallejo Improvements (DSA 04-119911) (A+B)** (\$ 274,000.00)
- D. Del Vallejo Lunch Shelter (DSA # 04-120142) (\$ 646,000.00)
- E. Del Vallejo Lunch Shelter Allowance (\$ 150,000.00)
- F. **Subtotal Del Vallejo Lunch Shelter (DSA 04-120142) (D+E)** (\$ 796,000.00)

TOTAL PRICE – ENTIRE JOB (C. Subtotal Del Vallejo Site Improvements + F. Subtotal Del Vallejo Lunch Shelter)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One Million Seventy thousand DOLLARS

(\$ 1,070,000.00)

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:

Sam Wahba / President, secretary, treasurer and manager
of ABNY General Engineering

(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:

979357

License expiration date:

12/31/2022

Name on License:

ABNY General Engineering Inc.

Class of License:

A and B

DIR Registration Number:

1000002354

- 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.

ABNY General Engineering Inc.
Proper Name of Company

Sam Wahba
Name of Bidder Representative

1302 Indian Springs Dr
Street Address

Glendora, CA 91741
City, State, and Zip

626-586-2020
Phone Number

626-380-4944
Fax Number

Samwahba@abnyinc.com
E-mail


Signature of Authorized Bidder Representative

10/21/2021
Date

Sam Wahba / 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 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.	<i>None</i>			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: ABNY General Engineering

By: Sam Wahba

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 ABNY General Engineering
(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 21 day of October 2021 at Glendora.



(Signature)

Sam Wahba

(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



Typed Name of Bidder

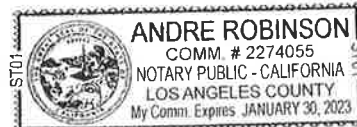
State of California }
County of ~~San Bernardino~~ Los Angeles ss

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.

Subscribed and sworn to (or affirmed) before me on this 21st day of October, 2020 2021.

By Sam Wahba, 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.: F21-05
Project: Del Vallejo Site Improvements and Lunch Shelter
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: ABNY General Engineering

Authorized Signature: 

Date: 10/21/2021

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.

(To be returned with Bid Form - use additional sheets as necessary)

[illegible]

Proper Name of Bidder: ABNY General Engineering Inc.

Date: 10/21/2021

Name & Title of Bidder Representative: Sam Wahba / President

Signature of Bidder Representative: _____

Address: 1302 Indian Springs Dr, Glendora, CA 91741

Phone: 626-586-2020

Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: Del Vallejo - Site Improvements

Project Address: 1885 E Lynwood Dr, San Bernardino, CA 92404

Bid No. F21-05

CONTRACTOR
NAME: Inland Building Construction Companies, Inc.

DIR
REGISTRATION
NUMBER: 1000001174

ADDRESS: 323 S. Sierra Way
San Bernardino, CA 92408

TELEPHONE: (909) 884-6276

FAX: (909) 889-6936

EMAIL: jknight@ibccinc.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. F21-05 Del Vallejo - Site Improvements & Del Vallejo Lunch Shelter

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		

3. **Total Base Bid**

- A. Del Vallejo Site Improvements (DSA 04-119911) (\$ 296,600.00)
- B. Del Vallejo Site Improvements Allowance (\$ 40,000.00)
- C. **Subtotal Del Vallejo Improvements (DSA 04-119911) (A+B)** (\$ 336,600.00)
- D. Del Vallejo Lunch Shelter (DSA # 04-120142) (\$ 484,748,300.00)
- E. Del Vallejo Lunch Shelter Allowance (\$ 150,000.00)
- F. **Subtotal Del Vallejo Lunch Shelter (DSA 04-120142) (D+E)** (\$ 898,300.00)

TOTAL PRICE – ENTIRE JOB (C. Subtotal Del Vallejo Site Improvements + F. Subtotal Del Vallejo Lunch Shelter)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One Million Two Hundred Thirty four thousand
Nine Hundred DOLLARS
(\$ 1,234,900.00)

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:

Lori J. Hyder, President/Corporate Secretary

Larry J. Hyder, Vice President/Treasurer

Jeremy Knight, 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: 405281

License expiration date: 05/31/2023

Name on License: Inland Building Construction Companies, Inc.

Class of License: B,C2,C8,C10,C61;D16,D24,D28,D34,D42,D52

DIR Registration Number: 1000001174

- 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.

Inland Building Construction Companies, Inc.

Proper Name of Company

Jeremy Knight, Vice President

Name of Bidder Representative

323 S. Sierra Way

Street Address

San Bernardino, CA 92408

City, State, and Zip

909-884-6276

Phone Number

909-889-6936

Fax Number

jknight@ibccinc.com

E-mail


Signature of Authorized Bidder Representative

10/21/2021

Date

Jeremy Knight, Vice 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 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: Inland Building Construction Companies, Inc.

By:  Jeremy Knight, Vice President

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 Vice President of Inland Building Construction Companies, 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 21 day of October 2021 at 10:00 AM.


(Signature)

Jeremy Knight
(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

Jeremy Knight, Vice President

Typed Name of Bidder

State of California }
County of San Bernardino ss

Subscribed and sworn to (or affirmed) before me on this 21 day of Oct 2020 2021

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

Signature _____
Stacy Hernandez, Notary Public

(Notary Seal)

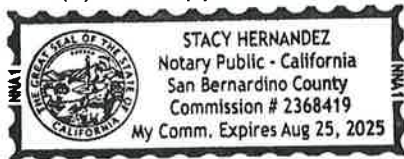


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 21st
day of October, 2021, by Jeremy Knight

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



(Seal)

Signature

Stacy Hernandez, Notary Public

Attachment 5 - Certification of Compliance with DVBE Policy

(To be returned with Bid Form)

Bid No.: F21-05

Project: Del Vallejo - Site Improvements

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: 10/21/2021

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

Name of Bidder/CONTRACTOR: Inland Building Construction Companies, Inc.

Authorized Signature:  Jeremy Knight, Vice President

Date: 10/21/2021

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
Asphalt	Regan Paving	216 N. Smith Ave Corona, CA 92880	mmelediez@reganpaving.com 951.735.8100	A 538134	1000002950
Landscape	Sanderson Landscape	21111 Rancheros Rd Apple Valley, CA 92307	cole.wanderson@yahoo.com 760.490.4769	C27 1049904	3 1000380605
Grading	Earth Movers	18660 Gentral Ave Woodcrest, CA 92508	earthmx@gmail.com 951.283.5524	A C21 602408	1000023097
Fence	Fence Works	15555 Main St D4 Hesperia, CA 92345	fenceworksjohn@outlook.com 760.949.3443	C13 745223	1000001676
Electrical	J Miller Electric	P.O. Box 403839 Hesperia, CA 92340	jmillerelectric@msn.com 760.949.6491	C10 730588	1000007878
Site Utilities	Fischer, Inc	1372 W 26th St San Bernardino, CA 92405	mike@fischer.us 909.881.2910	C36 C16 853367	1000000857
Shade Structure	USA Shade	1085 N Main St Orange, CA 92867	andy_stack@usa-usshade.com 800.966.5005	B 989458	1000003533

Proper Name of Bidder: Inland Building Construction Companies, Inc.

Date: 10/21/2021

Name & Title of Bidder Representative: Jeremy Knight, Vice President

Signature of Bidder Representative: _____

Address: 323 S. Sierra Way, San Bernardino, CA 92408

Phone: 909-884-6276