



HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT

15959 E. GALE AVENUE • CITY OF INDUSTRY, CA 91716-0002
(626) 933-3930 • (626) 933-3939

Joel Duarte
Director Purchasing and Warehouse

September 7, 2023

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT BID NUMBER 2023-24.03 DISTRICT OFFICE PORTABLE AND RESTROOM INSTALLATION

ADDENDUM NO. 1

This Addendum Number One (#1) hereby makes changes to Bid #2023-24.03. Bidders shall acknowledge receipt of this Addendum in space provided on the Bid Form. Failure to acknowledge any addenda issued may subject Bidders to disqualification.

- Bid Section 2: Information for Bidders, was omitted from the original bid posting this section is included in this addendum and incorporated herein.
- The Job Walk Sign-In Sheet from the 9/6/2023 mandatory job walk is included herein.
- The current location of the modular buildings that are to be moved and refurbished at the District Office is:
Amar Children's Center
1000 N. California Ave.
La Puente, CA 91744
Both the District Office and Amar are active working sites, the date of the relocation will need to be approved by the District in advance of the Contractor scheduling and must take place on a weekend (if relocation takes place Mon-Fri, it can't be done before 6:00pm or after 5:00am). Your bid amount shall account for this.
- It is required that bidders visit the Amar site to assess the existing condition of the modular buildings in order to determine the amount of work and cost that will be required to refurbish them. Any Contractor submitting a bid response affirms that they have a complete understanding of the current condition of the existing modular buildings. The modular buildings will be available for contractor investigation at the Amar Children's Center (address above) on Tuesday September 12, 2023 from 8:00am to 11:00am. Contractors must sign in. Upon arriving at the site, Contractors should contact Facilities Manager Will Pedraza at 626-543-3964.
- The date to submit questions concerning the bid or project documents has been extended to September 13, 2023 3:00pm. Questions must be emailed to Joel Duarte at jduarte@hlpusd.k12.ca.us

Sincerely,

Joel Duarte
Director of Purchasing and Warehouse
Hacienda La Puente Unified School District

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

DISTRICT OFFICE PORTABLE & RESTROOM INSTALLATION

BID No. 2023-24.01

**SECTION 2
INFORMATION FOR
BIDDERS**

MANDATORY DOCUMENTS

THE FOLLOWING MUST BE SUBMITTED WITH BID

Bid Form

Bid Bond or Other Security

Designated Subcontractors List

Noncollusion Declaration

Project Warranty

Iran Contracting Act Certification

Ukraine-Russia Contracting Certification

Signed Letter of Assent (Acknowledging Continuity of Work Agreement)

INFORMATION FOR BIDDERS

1. Preparation and Availability of Bid Form

The District invites Bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice Inviting Bids, not later than **1:00pm Thursday, September 21, 2023**. Bids shall only be prepared using the copy of the Bid Form included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received in the Purchasing Office for the Hacienda La Puente Unified School District, located at 15959 E. Gale Ave., City of Industry, 91745. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid.

The District may receive requests for the Contract Documents from plan rooms. Please note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents.

There will be a mandatory Job Walk at the District Office 15959 E. Gale Ave., City of Industry, 91745 on **Wednesday, September 6, 2023 @ 11:30 AM**. Check in with the receptionist and the walk will start promptly at the time stated above.

QUESTIONS CONCERNING BID DOCUMENTS: Any questions pertaining to the bid documents or the construction plans are to be directed via e-mail only to Joel Duarte, Director of Purchasing & Warehouse at: jduarte@hlpusd.k12.ca.us no later than **3:00 PM on September 12, 2023**. Questions received after this time may not be addressed.

Any changes, modifications, clarifications regarding the construction plans, bid documents and/or instructions will be made via addenda to the Bid and will be made available via the District's website at <https://www.hlpusd.org/purchasing> and/or from ARC (American Reprographics Co.), PH: 714-424-8525, FAX: 714-424-8526. To order documents from ARC visit https://customer.e-arc.com/arcEOC/PWELL_Main.asp?mem=29. The onus shall be on prospective bidders to check both locations for addenda. Contractors should contact the District Purchasing Office if there are technical problems accessing the documents.

Bidders must complete and submit all of the following documents as its Bid:

- Bid Form**
- Bid Bond or Other Security**
- Designated Subcontractors List**
- Noncollusion Declaration**
- Project Warranty**
- Iran Contracting Act Certification**
- Ukraine-Russia Contracting Certification**
- Signed Letter of Assent (Acknowledging Continuity of Work Agreement)**

All other required documents must be provided before the Award of Contract.

2. Bid Security

Bids must be accompanied by a certified check, cashier's check, or Bidder's bond (executed by the Bidder as principal and surety as obligor), in the form and content attached hereto, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Hacienda La Puente Unified School District ("Bid Security"). Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the Bidder. The District may, at its sole discretion, give the respective Bidder a time extension to provide these required documents. Failure to provide the required documents may result in forfeiture of the Bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Bidder, or may call for new bids.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signing of Bids

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

5. Modifications

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause

its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

6. Erasures/Mutilation of Bid Documents

The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the handwritten initial(s) or surname(s) of the person(s) signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within ten (10) days after bid opening.

7. Examination of Site and Contract Documents

Each Bidder shall visit the site(s) of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that it may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Bidder to receive or examine any Contract Documents, forms, instruments, addenda, or other documents or to visit the site(s) and acquaint itself with conditions there existing shall in no way relieve any Bidder from obligations with respect to its bid or to the Contract. The Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the site of the work at Bidder's expense, if applicable. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a Bid shall be taken as prima facie evidence of compliance with all terms of this section.

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Joel Duarte, Director of Purchasing & Warehouse at jduarte@hlpusd.k12.ca.us.

Any interpretation of the Contract Documents will be made only by written addenda duly issued. The District will not be responsible for any explanations or interpretations provided in any other manner. The responsibility shall be on the Bidder to contact the District or check the website for addenda or notifications of addenda. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

7.1 Each Bidder, by making its bid, represents that it has read and understands the Contract and Contract Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of

misunderstanding of the documents.

7.2 Each Bidder, by making its bid, represents that it has visited the site(s), inspected the area of the work, and familiarized itself with the local conditions under which the work is to be performed, including sub-surface conditions, as appropriate. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each Bidder may conduct additional site investigations at the Bidder's sole cost.

8. Withdrawal of Bids

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request to the Director of Purchasing and Warehouse signed by the Bidder or its properly authorized representative.

9. Agreements and Bonds

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Special Conditions.

The Payment and Performance Bond must be executed by an admitted surety insurer approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The Payment and Performance Bond must be in the amount of one hundred percent (100%) of the total amount payable. Bonds shall be in the form set forth in the Contract Documents.

10. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm, or corporation shall be determined to be nonresponsive.

11. Award of Contract

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the District under California law and the Contract Documents, including the Notice Inviting Bids and these Instructions. If multiple, "base bids" are requested the District will award to the lowest in each category of "base bid", however, if a "base bid" option includes a combination other "base bids" the District can award to the lowest combination "base bid" if it is in their best interest to do so. The District reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between District and Contractor.

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or in the bidding process.

12. Additive and Deductive Items – Method of Determining Basis of Award

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

 X (a) The lowest bid(s) shall be determined by the combination of the lowest total cost to the District as determined by base bid(s), without consideration of the prices on the additive or deductive alternates.

 (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

 (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

 (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible Bidder, the District retains the right to add to or deduct from the Contract any of the additive or deductive items included in the bid solicitation.

13. Evidence of Responsibility

Upon the request of the District, a Bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's construction experience in the type of work being required by the District, and the Bidder's organization available for the performance of the Contract and any other required evidence of the Bidder's qualifications to perform the Contract.

14. Listing Subcontractors

Each Bidder shall submit in its bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.). Contractor shall provide the address, phone number, and license number of each listed subcontractor. Forms for this purpose are furnished with the Contract Documents.

15. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with District the following certificate prior to performing the work under this Contract:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such certificate is included as part of the Contract Documents.

16. Insurance Requirements

The successful Bidder shall procure the insurance in the form and in the amount specified in the Contract/Bid Documents.

17. Contractor's License and Certifications

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

18. Ethics in Bidding

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another Bidder on that project (bid shopping). Subcontractors or suppliers should not request information from the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling).

19. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400, except where the District has established a standard that has been approved by the Governing Board or their designee, requests for review and evaluation of "or equal" items will be considered. **Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted to Joel Duarte, Director of Purchasing & Warehouse at jduarte@hlpusd.k12.ca.us no later than 10 days prior to bid opening** in order to be considered. After reviewing the request, the District will respond with its decision to all parties who have received bid packages. The District has the right to reject any or all requests for substitutions of equipment, materials, products, things, or services other than what is specified in the bid documents if the District determines that such substitutions are not equal to the equipment, materials, products, things, or services set forth in the Bid. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Bidder stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive.

IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE FOR PROVIDING THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. THE DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

20. Fingerprinting

By law it is the District's responsibility to determine whether a Contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a Contractor working on a school site is required. Factors to be considered include the length of time the Contractor's employees are on school grounds, whether students are in proximity with the location where the Contractor's employees are working, and whether the Contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the Special Conditions.

21. Retention

Public agencies generally cannot withhold more than five percent (5%) of the amount to be paid to a contractor for work to be completed unless the project is "substantially complex." The Project will use a five percent (5%) retention.

22. Contractor/Subcontractor Registration and Labor Compliance Monitoring and Enforcement

Except as provided in Labor Code Section 1771.1(a), no Contractor or Subcontractor may be listed on a bid proposal for a public works project or perform work on a public works contract unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor and any Subcontractors engaging in work on the Project are required to review and comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid proposal constitutes the Bidder's representation that it has thoroughly reviewed these statutory and regulatory requirements and agrees to bind every Subcontractor performing work on the Project to these requirements to the extent such requirements are applicable to the Subcontractor's work.

23. Disabled Veteran Business Enterprises

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is NOT required for this project. Although, minority, women and disabled veteran contractors are encouraged to submit bids.

24. Immigration Reform and Control Act

The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

25. Filing of Bid Protests

A bidder may protest the bidding process for the project only by filing a written protest with the Director of Purchasing and Warehouse in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone). All protests must be submitted in writing to the District by either e-mail, facsimile, or personal delivery. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours after the bid opening; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe

in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest; and with a copy to the bidder whose bid is being protested.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the District may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the District shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the Bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the project.

26. Addendum

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addendum. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date.

Please note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each Bidder shall check the District's website at <https://www.hpschools.org/purchasing> and/or ARC at www.crplanwell.com. The onus shall be on prospective bidders to check both locations.

27. Submission of Sealed Bids

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bidder's Name
Bid No. 2023-24.03
District Office Portable and Restroom Installation

Only where expressly permitted in the Notice Inviting Bids may Bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids, where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

28. Delivery and Opening of Bids

Bids will be received by the District at the address shown in the Notice Inviting Bids up to but not later than the time and date previously established unless changed by Bid addendum. The official time shall be kept in the District's Purchasing Director's Office. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened immediately following the date and time set for receipt and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

29. Prevailing Wage

The Project is a public works project subject to prevailing wage requirements. The general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

30. Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

31. Sales and Other Applicable Taxes, Permits, and Fees

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

32. Anti-Discrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code § 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work on the Contract.

33. Public Records

All documents included in the bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code § 6250 et seq.

34. Drug-Free Workplace Certification

In accordance with the Drug Free Workplace Act of 1990 and California Government Code § 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification concurrently with execution of the Agreement. The successful bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

35. Early Termination

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the Governing Board of the District fails to appropriate or allocate funds for future periodic

payments under the Contract after exercising reasonable efforts to do so, the District may, upon thirty (30) days' notice, order work on the Project to cease. The District will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.





HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
15959 E. Gale Avenue, City of Industry, CA 91745
Phone: 626-933-3933, Fax: 626-933-3939
E-MAIL: moreyna@hlpusd.k12.ca.us or juarte@hlpusd.k12.ca.us

JOB WALK SIGN-IN SHEET

Date: September 6, 2023

Time: 11:30 am

Bid No./Name: 2023-24.03 Portable & Restroom Installation

Company	Address	Contact Info	Signature
Woodcliff Corp.	11835 W. Olympic Blvd STE. 825E LOS ANGELES CA 90064	Phone: 310.312.1400 Fax: 310.312.1403 Email: bids@WoodCliff.net	
UNIFIED Modular	4740 Compton Rd Corona CA 92826	Phone: 310-800-6926 Fax: Email: Micky@unifiedmod.com	
Corner Keystone Corp	721 Brea Canyon Rd Diamond Bar CA 91789	Phone: 424-260-6201 Fax: Email: m@cornerkeystone.com	
AMAZING ELECTRIC INC	2484 OLIVE AVE Altadena 91001	Phone: 213-302-6051 Fax: 626-696-3097 Email: home@AMAZINGELECTRIC.com	

~~AMAZING ELECTRIC INC~~
~~AMAZING ELECTRIC INC~~
AYS Construction
& Energy

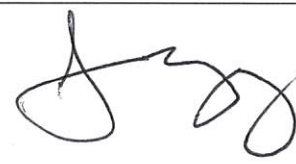

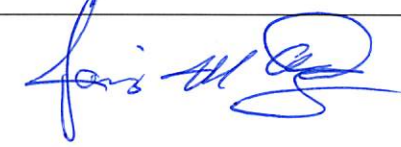





22543 Ventura Blvd.
Suite 220, unit #570
Woodland Hills, CA 91364

Phone: (323) 325-8101

EMAIL: energyays@gmail.com



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Jody SANTA CRUZ	MBC ENTERPRISES 16601 GOTTARD AVE HUNTINGTON BEACH	Phone: 714-909-6558 Fax: _____ Email: Bidding@MBCenterprises.net	
Arby Enjilian	Amb Group inc Lic: 1014918	Phone: (818) 220-2641 Fax: _____ Email: ara@ambgroupinc.com	
Davies M Alvarez	Leonida Builders inc	Phone: 451-532-7717 Fax: _____ Email: _____	
Peter Meyerson	Bui Hall	Phone: 310 433-7622 Fax: _____ Email: PMeyerson@BuiHall.com	
Xiangkai Zeng.	DC Integrate	Phone: 909-598-5921 Fax: _____ Email: dcintegrate@gmail.com	
Shiva	R2 BUILD	Phone: 310 404 3065 Fax: _____ Email: Shiva@consultec.com	
Jane Mas	Empire Design&build	(949) 426-5026 AKI@empire-db.com	
Sam Wahba	ABNY General Engineering	626 586 2020 SamWahba@abnyinc.com	

SPEC Construction Co., Inc.

115 W Maint St

Ontario, CT 01702

909 947460

Carl

info@specconstructionco.com

cc: Candice @specconstructionco.com

contact: Candice DeLafosse

the Wazzerly Group

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Greg Wazzerly@net