EL MONTE UNION HIGH SCHOOL DISTRICT

3537 JOHNSON AVE.
EL MONTE, CA 91731

REQUEST FOR PROPOSAL – RFP NO. 2022-23(P2) MOVING SERVICES FOR THE SOUTH EL MONTE HS MOD PROJECT

Issue Date:	**March 16, 2023**	
Mandatory Site Walk:	**March 24, 2023**	**10:00 AM**
RFI Deadline Date:	**March 24, 2023**	**2:00 PM**
Proposal Due Date:	**March 30, 2023**	**10:00 AM**

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NOTICE OF REQUEST FOR PROPOSAL

EL MONTE UNION HIGH SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the El Monte Union High School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to **10:00 a.m. on Thursday, March 30, 2023,** sealed bids for the award of a Contract for the following:

RFP NO. 2022-23(P2) MOVING SERVICES FOR THE SOUTH EL MONTE HS MOD PROJECT

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the **Office of the Purchasing Department at 1003 Durfee Avenue, South El Monte, California 91733,** and shall be opened and publicly read aloud at the above-stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

El Monte Union High School is in the process of modernization South El Monte High School Buildings B, C, D, E, G, H, J, K, L and M, and is therefore relocating various classrooms, administrative offices, and also completing other internal moves within the campus.

The District is soliciting a qualified and experienced firm to furnish all labor, expertise, personnel, equipment, and materials/supplies for classroom and office moves within the campus. Examples of items requiring move and relocation services are, but not limited to, furniture, files, electronic equipment, and a variety of other school equipment and supplies.

Additive/ Deductive Bid Alternates (See Section 13 of Instruction to Bidders)

If the District has included additive/ deductive alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with Public Contract Code section 20103.8:

The lowest bid shall be the lowest total of the bid prices on the base contract and the following additive or deductive items:

Alternate No. 1: Moving pianos and choir stage

Miscellaneous Information

The project shall require prevailing wage compliance. The District has obtained from the California Department of Industrial Relations 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 for the Project. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

Award of Contract: The District shall award the Contract for the Project to the most qualified, responsible and responsive company as determined by the District.

***Proposals shall also include a 120 labor hours allowance for Additional Move Requests as Directed by the District. Any monies not utilized by the Owner from this allowance shall be included in a deductive change order.**

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the soliciting process.

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

The bid documents are available at www.emuhsd.org/bids.

There will be a **MANDATORY** Pre-Bid Conference and multiple site visits at 10:00 a.m. on Friday, March 24, 2023, at South El Monte High School located at 1001 Durfee Ave., South El Monte, CA 91733. Meet at the flag pole.

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

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

EL MONTE UNION HIGH SCHOOL DISTRICT

San Gabriel Valley Tribune
Published: March 16, 2023
& March 23, 2023

GENERAL INFORMATION OUTLINE

Description	Date
Release of RFP:	March 16, 2023
Mandatory Site Walk:	March 24, 2023 at 10:00 AM
RFP Questions/Clarifications Deadline:	March 24, 2023 at 2:00 PM
Proposal Due Date:	March 30, 2023 at 10:00 AM
Board of Trustees Approval:	April 5, 2023
Project Start Date:	April 10, 2023
Project Completion Date:	May 1, 2024

ADDRESS FOR SUBMITTALS:
El Monte Union High School District
Purchasing Department
ATTN: Margarita Sanchez, Director of Purchasing
1003 Durfee Ave.
South El Monte, CA 91733

All proposals must be clearly marked "RFP No. 2022-23(P2) Moving Services"

All bids shall be made and presented on a form furnished by the District. Proposals shall be received in the Office of the Purchasing Department, in a sealed envelope by 10:00 AM on March 30, 2023. Faxed or emailed proposals will not be accepted, no exceptions. Proposals received after the deadline will be returned unopened.

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

Changes in or additions to the bid form, alternative proposals, or any other modification of the bid form which is not specifically called for in the bid documents may result in the District's rejection of the bid as not being responsive to the invitation.

Any bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for receipt of bids.

INFORMATION TO BIDDERS

INTRODUCTION

The El Monte Union High School District (DISTRICT) is soliciting Proposals from qualified Firms (VENDOR) to provide Moving Services for the South El Monte High School Modernization Project located at 1001 Durfee Ave., South El Monte, CA 91733.

PURPOSE

El Monte Union High School is in the process of modernization South El Monte High School Buildings B, C, D, E, G, H, J, K, L and M, and is therefore relocating various classrooms, administrative offices, and also completing other internal moves within the campus.

The District is soliciting a qualified and experienced firm to furnish all labor, expertise, personnel, equipment, and materials/supplies for classroom and office moves within the campus. Examples of items requiring move and relocation services are, but not limited to, furniture, files, electronic equipment, and a variety of other school equipment and supplies.

SUBMISSION OF PROPOSALS

Proposals are due by 10:00 AM on March 30, 2023**.** All bids shall be made and presented on a form furnished by the District. Proposals shall be received in the Office of the Purchasing Department, in a sealed envelope no later than 10:00 AM on March 30, 2023. Faxed or emailed proposals will not be accepted, no exceptions. Proposals received after the deadline will be returned unopened.

The DISTRICT reserves the right to reject any and all proposals.

AWARD OF CONTRACT

The VENDOR will be required to prepare and submit a proposal as requested in this RFP for the DISTRICT's review. Upon evaluation of Proposals and Board of Education Approval of the lowest responsive and responsible VENDOR, the DISTRICT will enter into contract negotiations with the VENDOR. The selected VENDOR will become the Moving Company for the PROJECT. Upon the approval from the Board of Trustees, the DISTRICT will issue a Notice to Proceed for the Moving Services authorizing the VENDOR to provide services as described in the Contract Documents. The VENDOR shall immediately proceed to provide services in accordance with the provisions of the Contract and all terms and conditions.

The DISTRICT has included a sample copy of its standard Agreement for information only. The final work scope and deliverables schedule is subject to negotiation between the DISTRICT and the VENDOR it selects to provide Moving Services.

The DISTRICT may elect, at any time, to amend any contract awarded under this RFP to require the selected VENDOR to provide additional services. In such a case, the selected VENDOR and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.

The DISTRICT reserves the right to contract for moving services in a manner that is most beneficial to the DISTRICT.

CONSTRUCTION MANAGER

District will use a Construction Manager on the Project that is the subject of this Contract.

Erickson-Hall Construction Co.

COORDINATION OF SERVICES

The VENDOR will coordinate all moving services directly with the Construction Manager Erickson-Hall Construction Co. and the Project Managers, Mike Arnold and Assistant Project Manager Jorge Cruz.

REQUESTS FOR INFORMATION/CLARIFICATION

All requests for clarification or interpretation must be submitted via e-mail to

TO: **Margarita Sanchez**, Director of Purchasing at margarita.sanchez@emuhsd.org
CC: **Norma Macias**, Director of FMOT at norma.macias@emuhsd.org
Michael Arnold, Project Manager, Erickson Hall at marnold@ericksonhall.com
Jorge Cruz, Assistant Project Manager, Erickson Hall at jcruz@ericksonhall.com

No later than 2:00 PM on March 24, 2023. Any questions received after the 2:00 PM deadline will not be addressed. Questions via telephone will not be accepted.

The DISTRICT prohibits VENDORS from communicating with DISTRICT Board Members or staff. If a VENDOR communicates with DISTRICT Board Members or staff, the VENDOR will be disqualified except as noted in the paragraph above.

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at www.emuhsd.org/bids, or by other reasonable means. The responses will be posted on the DISTRICT website at 10:00 AM on March 27, 2023.

In the spirit of total transparency, the DISTRICT requires the VENDOR to include in their proposal a financial interest certification stating that no member of the team has had any financial interest or business relationship with the DISTRICT board members or staff. By submitting this certification, the VENDOR agrees to the posting of this information to the public through the proposal. Refer to **Exhibit D**.

BONDS

VENDOR shall provide (i) a bid bond in the amount of ten (10%) of the contract price; (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders.

HOLD HARMLESS

VENDOR agrees to save and hold harmless District or any of its Board, officers, agents, employees and volunteers from all sums which District or any of its Board, officers, agents, employees and volunteers may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by VENDOR or any person employed by him/her or of any others for whose acts VENDOR is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney fees.

INSURANCE COVERAGE AND LIMITS

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including BodilyInjury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 $ 1,000,000 $ 2,000,000

Automobile Liability Insurance - Any AutoEach Occurrence General Aggregate	 $ 1,000,000 $ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

The insurance certificates must list the District as additional insured, as follows: El Monte Union High School District, its Board of Trustees, officers, agents, representatives, employees, and volunteers are added as additional insureds. The certificate must include a copy of the additional insured endorsement that amends he insurance policy.

Notification of cancellation of any coverage is required under this agreement and shall not be canceled or non-renewed without 30 days prior written notice.

WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the VENDOR shall secure the payment of compensation to his employees. The VENDOR shall sign and file with the District the **Certificate Regarding Workers Compensation** that is furnished with the required documents.

FINGERPRINTING

VENDOR shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification Form.

DISABLED VETERANS BUSINESS ENTERPRISES

In accordance with Education Code 17076.11, the Beverly Hills Unified School District supports a participation goal of at least three percent (3%) of the overall dollar amount expended each year to the Disabled Veterans Business Enterprises (DVBE) from funds allocated to the District by the State Allocation Board. The successful bidder(s) will be required to sign and return a Certification from (copy included with these bid documents) certifying that they will provide the District with information regarding the use of any DVBE contractors on the project.

DIR REGISTRATION

When Applicable, each Bidder submitting a proposal to complete the work, labor, materials, and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5. A Bidder who is not a DIR Registered Contractor when submitting a proposal for the Work is deemed "not qualified" and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code
§1725.5, all Subcontractors identified in a Bidder's Subcontractors' list shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

PREVAILING WAGE RATES

When Applicable, Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available on the Internet at **http://www.dir.ca.gov/dlsr/statistics_research.html.** Otherwise, contact the District's Purchasing Department, located at 255 S. Lasky Drive, Beverly Hills, California 90212, for assistance in obtaining a rate schedule. The Bidder awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work.

PREVAILING WAGE RATE ("PWR") MONITORING AND ENFORCEMENT

The Work is subject to payment of PWRs. The Contractor and all Subcontractors of every tier shall pay laborers performing any portion of the Work not less than the PWR established for the labor provided. Pursuant to Labor Code §1771.4(a)(4), PWR monitoring and enforcement shall be by the Department of Industrial Relations.

SCOPE OF SERVICES

Moving services may be required for standard classrooms, offices, kitchens, computer labs, science labs, libraries, administrative office, music rooms, etc. The services to be provided by the Moving Company under this contract will include, but are not limited to, the following:

- Moving heavy equipment.
- Stair carries only. No elevator access.
- Moving classrooms and/or administration offices from permanent buildings to storage containers and/or temporary classrooms and back to permanent buildings after construction is complete.

Refer to **Exhibit A, B, and C** for a detailed scope of work and special conditions to be incorporated into the master Agreement.

FIRM EXPERIENCE, BACKGROUND AND REFERENCES

All Firms submitting a Proposal must have a minimum of five (5) years of experience providing moving and storage services to School Districts or other Public Agencies. The firm must provide an introduction letter and brief overview of the Firms business structure, years in business and its qualifications and experience with projects similar to those described in the RFP. The introduction letter and firm overview shall not exceed a total of two (2) pages.

The DISTRICT also requests the names, address, contact person, phone numbers, project name, and number/quantity of classrooms or support facilities involved in the moving services for a minimum of three (3) School Districts or Public Agencies for which the VENDOR has provided similar services in the past five (5) years. Reference information must be submitted on **Exhibit E.** Additional sheets may be copied and submitted as additional information.

FORMS/DOCUMENTS REQUIRED FOR SUBMISSION

In response to this RFP, the following list of forms and documents are required for submission:

- Two (2) page maximum Introduction Letter and Firm Overview
- Exhibit D – Financial Interest Certification
- Exhibit E – References Form
- Exhibit F – Bid Forms

END OF RFP

EXHIBIT A

SCOPE OF WORK

Required Services
Provide labor, material, equipment, and supervision required to execute the material and equipment relocation for this project, including but not limited to, the following:

1. Contractor shall be responsible for the complete removal and relocation of the existing materials, boxes and items identified in Buildings A, B, C, D, E, G, H, J, K, L & M. Contractor to provide material list or box count for relocated items. Price to include returning all items to original locations.
2. Include palletizing books in building B library.
3. Building K will require complete removal and relocation of existing materials with the exception of existing Rooms 250, 251 and 252.
4. Stair carry will be required as there will be no access to elevators. Include stair carry pricing.
5. Contractor is responsible to protect all items moved and stored.
6. Contractor must label all non-labeled boxes and items to include the teacher/staff name, the room number where the items are moving from and room number of where the items are moving to.
7. Contractor to provide storage containers suitable for storing the contents of any cabinets, desks, files, boxes, etc. that are scheduled to be relocated. Provide the loading, transport and unloading of these containers to the areas at the site designated and approved by the Owner & Construction Manager.
8. Note that the two-story Bldgs. D and E will require 2 mobilizations (one for each floor).
9. Perform all equipment and material relocation operations in accordance with the project sequencing, scheduling and phasing requirements as defined by the Construction Manager. Any damage caused while relocating of existing furnishings, equipment, technology, materials, and items to be reported to the Construction Manager.

Allowance:

1. Contractor to include 120-hours of labor allowance to be tracked by construction manager for additional item relocations as necessary. If laborer hours are not used, cost for the laborer to be returned to the District. Allowance to be identified as its own line item on the contractor's schedule of values. Labor rate to be provided at time of bid.

Alternate No. 1 – Moving Pianos and Choir Stage:

1. Contractor to price out removal and relocation of all music equipment in Room L105 Piano Lab, L101 Choral and L119 Choral. This includes relocating the piano and choir choral risers and storing them in a secure safe to protect it from damage. Note: Music rooms in Building L only have single doors that lead to them so pianos and equipment will need to be moved carefully to avoid damage.
2. Contractor to remove and relocate all computer equipment from (2) Computer Labs in second floor of Building D.
3. The removal of this equipment is to be performed before end of May 2023 and will need to be put back in their original locations before end of July 2023.

Additional Project Information:

- Project Start Date: April 10, 2023
- Project Completion Date: May 1, 2024
- Storage containers will be required throughout the entire project to store equipment, boxes, etc. that is to be removed from the classrooms/offices.
- Classrooms Downstairs in Two Story Buildings:
  Bldg. D – (7) classrooms, (4) storage rooms, (2) computer offices
  Bldg. E – (10) classrooms
- Classrooms Upstairs in Two Story Buildings:
  Bldg. C – (9) classrooms
  Bldg. D – (9) classrooms, (2) computer labs
  Bldg. E – (10) classrooms

EXHIBIT B

SPECIAL CONDITIONS

1. Prior to any move the Moving Company will be responsible for physically inspecting the site and related building areas at origin and destination, including access to and from streets, maps, and laydown areas to gather all pertinent logistical information concerning the relocation. A written proposal will be prepared by the Moving Company detailing the number of man-hours, per classification, required to complete the project, a list of materials and their cost and the time frame recommended to complete the project. The Moving Company will receive authorization from the District representative and a signed purchase order will be issued prior to the commencement of any work.
2. The Moving Company's assigned Project Manager(s) and/or Supervisor(s) will be present on-site at all times during relocation activity.
3. All moving crews shall be uniformed while on District property.
4. The Moving Company must provide their workers with identification badges. These badges will be worn by all members of the Moving Company's staff who are working on District property. Badges must be filled out in full and contain the following information:
    a. Name of Moving Company
    b. Name of Employee
    c. Moving Company's address and phone number

    Badges are to be worn when the Moving Company or its employees are on site and must be visible at all times. Moving Company must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.
    Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Moving Company.
    Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.
    Additionally, all Contractors may be required to wear District I.D. Badges depending on location of work, school session schedules, and if students are present at the school site. Contractors shall refer to Criminal Background Investigation Certification document and requirements.
5. The Moving Company will provide portable communications between its crews during all move activities, and if required, provide portable communication devices for District representatives.
6. The Moving Company will make arrangements to have its offices, equipment yards and dispatchers accessible during the move to provide additional staffing and equipment, if needed. This includes weekends and swing shift hours when applicable to each project. Move days and hours are to be determined by the District.
7. Tasks to be completed may include, but not be limited to, the following:
    a. Establishing and maintaining relationships with the District representative and/or Construction Manager.
    b. Interpreting and timely responding to all laws, regulations and restrictions where work is being performed.
    c. Prior to moves, measuring stairwell access where necessary.
    d. Prior to all moves, ensuring type-carts, gondolas, speed packs, etc. are correct size to accommodate all sizes of equipment and materials.
    e. Prior to all moves, ensuring all equipment and type-carts, gondolas, speed packs, etc. will fit into all stairwells where necessary.

f. Prior to all moves, measuring building overhangs, entrances and exits.
g. Prior to all moves, ensuring all trucks and equipment will fit into building overhangs, entrances and exits.

8. The Moving Company will provide, install and remove full protection of Administration Offices, lobbies, corridor floors, classroom walls, systems furniture, doorways, elevators, and any other walls/areas requiring protection with taped masonite boards and/or other protections at point of origin and final destination. The Moving Company shall be liable for any damage caused by installation or removal of building protection.
9. When new vinyl flooring systems have been installed, the Moving Company shall ensure that floor protection is in place prior to placing any move carts, dollies and/or speed packs onto the new finished surfaces. Protection shall ensure that no dents or streaks occur on the new floor finish at the completion of the move services.
10. The Moving Company will implement a color-coded location system, including color-code plans and signage.
11. The Moving Company will install on-site office number/layout signs and color-coded signage for relocation as provided, directed and furnished by the District representative.
12. The Moving Company will remove all cartons and move related debris from the site.
13. The Moving Company shall verify the accurate placement of all items moved to a particular destination prior to leaving the job during the move period. This may also require the verification of the accurate placement of equipment at the conclusion of the equipment phase and before the general move. The District Representative and/or the Construction Manager will perform the final walk-thru with the Moving Company's Foreman/Supervisor. The Moving Company shall provide a Punch List Crew for this task as directed by the District representative.
14. **Project Work Hours**
    a. Normal Work hours shall be conducted weekdays during the hours of 7:00 a.m. to 3:30 p.m.
    b. Work may be conducted during Saturdays and evening hours, only when written notification to the Construction Manager and the District, submitted at least forty-eight (48) hours in advance of the starting date and time of such work, has been formally approved for the anticipated schedule of Work activities. If the Contractor, Subcontractors, or one of their fabricators elects to work other than normal working hours, more than eight (8) hours per day, or more than forty (40) hours per week, on items that require inspection by the District's (DSA) inspector, the premium cost of the overtime pay for the inspector shall be deducted from the Contract sum. The Contractor's Superintendent or an approved alternate shall be present at the Site at all times when the Contractor and/or its Subcontractors are performing work at the Site.
    c. Deliveries, worker arrivals and departs will not be allowed during the following time frames while school is in session: weekdays – 7:45 a.m. to 8:30 a.m.
15. **Coordination of Work**

    VENDOR shall ensure that all Work under the Contract, is coordinated, performed, and completed as noted above and as identified in the Contract Documents.

    VENDOR shall be fully aware that the school may be in full operation in all areas of the premises except where fenced off for the Work.

    VENDOR is advised school may be in session during performance of the Work. VENDOR shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the District, VENDOR shall immediately discontinue noise generating activities and/or provide alternative methods to minimize noise generation.

    Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

16. **Temporary Facilities for Lay-Down and Storage**

Areas as authorized by the District Representative to the **VENDOR to be utilized for lay down, materials storage or Project access will be returned to the original condition and the VENDOR shall bear all costs to restore regardless of cause and without regard to whether there are notes or other directives within the Contract Documents**. VENDOR shall rearrange and/or move all temporary facilities as necessary to accomplish its work without unreasonable inconvenience to the District Representative.

EXHIBIT C

SOUTH EL MONTE HIGH SCHOOL PHASING PLAN

EXHIBIT D

FINANCIAL INTEREST CERTIFICATION

I _____, acting as the _____ , am an authorized representative of _____("Consultant") and do hereby certify that for the term of the agreement contemplated by this proposal, that other than past or future contracts with the District as an entity, no officer, contractor, subcontractor, or employee of Consultant has, or shall have, any financial interest or business relationship with any individual member(s) of the District's governing board or staff and that no such District board member(s) or staff shall have any direct or indirect financial benefit or relationship in the agreement contemplated by this proposal, or obtain any present or anticipated material benefit arising therefrom.

By: _____

Name: _____

Title: _____

Date: _____

This form is required with your proposal.

EXHIBIT E

REFERENCE FORM

Reference No. 1:

Company Name: _____

Contact #: _____

Address _____

Contact Person: _____

_____

Project Name: _____

Qty of classrooms and/or support facilities involved in the move: _____

Cost of Move Services: _____

Reference No. 2:

Company Name: _____

Contact #: _____

Address _____

Contact Person: _____

_____

Project Name: _____

Qty of classrooms and/or support facilities involved in the move: _____

Cost of Move Services: _____

Reference No. 3:

Company Name: _____

Contact #: _____

Address _____

Contact Person: _____

_____

Project Name: _____

Qty of classrooms and/or support facilities involved in the move: _____

Cost of Move Services: _____

This form is required with your proposal.

EXHIBIT F

BID FORM

RFP NO. 2022-23(P2) MOVING SERVICES FOR THE SOUTH EL MONTE HS MOD PROJECT

AT

SOUTH EL MONTE HIGH SCHOOL
1001 DURFEE AVE.
EL MONTE, CA 91733

FOR
EL MONTE UNION HIGH SCHOOL DISTRICT

VENDOR NAME: _____

ADDRESS: _____

_____

TELEPHONE: ( ) _____

FAX: ( ) _____

EMAIL _____

TO: El Monte Union High 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 Contract 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 Bid Documents, and other Addenda, hereby proposes and agrees to perform within the time stipulated, the Trade 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 Trade Contract and complete all of the Work in a workmanlike manner required in connection with the completion of:

RFP NO. 2022-23(P2) MOVING SERVICES FOR THE SOUTH EL MONTE HS MOD PROJECT

in the District described above, all in strict conformance with the Bid Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BASE BID (Numerical):
(Not to include cost for Allowance) $_____

ALLOWANCE (Numerical) (See Exhibit A): $_____

TOTAL BASE BID & ALLOWANCE (Numerical): $_____

TOTAL BASE BID & ALLOWANCE (in Words):

_____ DOLLARS

4. ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in Exhibit A.

Alternate No. 1: ADD_____ Dollars ($_____)

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 Awarded Bidder has received the Notice to Proceed, the Awarded Bidder shall diligently study and work with Construction Manager to build a Baseline Schedule for the purpose of outlining the entire scope of Work and to complete the Work in the time specified in the Agreement. By submitting this bid, Vendor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Vendor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

6. 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 Vendor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required Non-Collusion Declaration is attached hereto.

9. 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 or she 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 Vendor in the time specified in the Contract Documents.

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

_____

_____

_____

_____

_____

_____

(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.)

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

12. The undersigned bidder shall be licensed to do business in the state of California.

License Number: _____

License Expiration Date: _____

Name on License: _____

Type of License: _____

DIR Registration Number: _____

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

13. Time is of the essence regarding the completion of the Project in the Contract Time and within the Milestones set forth in the Outline Schedule, Phasing Plan and Bid Documents, 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.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Bid Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. 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 Trade 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 Trade 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 Vendor'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)

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.

_____
Proper Name of Company

_____
Name of Bidder Representative

_____
Street Address

_____
City, State, and Zip

(_____) _____
Phone Number

(_____) _____
Fax Number

_____
E-Mail

By: _____ Date: _____
Signature of Bidder Representative

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

All signatures must be made in permanent blue ink.

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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 false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else 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 that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

This form must be completed and submitted with your proposal.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 this contract.

NAME _____

TITLE _____

SIGNATURE _____

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

This form must be completed and submitted with your proposal.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the El Monte Union High School District (hereafter called "District") in the sum of _____ ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20___.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

e. If said Bid is rejected, or

f. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

_____
Typed or Printed Name

_____
Principal's Title

(Corporate Seal)

By _____
Surety's Signature

_____
Typed or Printed Name

_____
Title

(Attached Attorney in Fact Certificate)

_____
Surety's Name

_____
Surety's Address

_____
Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of agent or representative for service of process in California if different from above)

_____

_____

_____

(Telephone Number of Surety and agent or representative for service of process in California).

_____

[End of Bid Documents to be Submitted with Bid]

AGREEMENT

This AGREEMENT is made and entered into this _____day of _____ 2016], between **El Monte Union High School District**, hereinafter referred to as ("DISTRICT"), and _____, hereinafter referred to as "VENDOR ";

ARTICLE I - SCOPE AND SERVICES TO BE PROVIDED BY VENDOR

1. Services to Be Provided By VENDOR. VENDOR shall provide to the DISTRICT on the terms herein set forth all of the services articulated in **EXHIBIT A and B** to this Agreement
2. Compensation. The rate and price schedule information which includes the cost of all services to be provided pursuant to this AGREEMENT is attached as **EXHIBIT F**.
3. Term. VENDOR shall commence providing services under this Agreement as of _____, 2023, and shall thereafter diligently undertake to perform such services as VENDOR is required to perform hereunder throughout the term of this AGREEMENT.

ARTICLE II - VENDOR'S SERVICES AND RESPONSIBILITIES

1. VENDOR's Certifications, Representations and Warranties. The VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and VENDOR acknowledges and agrees that the DISTRICT, in deciding to engage VENDOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of VENDOR's engagement hereunder:
    a. VENDOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, VENDOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
    b. VENDOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and nondiscrimination laws.

ARTICLE III - TERMINATION

1. This AGREEMENT may be terminated by either party upon ten (10) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of VENDOR; or if the DISTRICT should decide to abandon or indefinitely postpone the services which VENDOR is agreeing to provide pursuant to this AGREEMENT.
2. In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay the VENDOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the VENDOR for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion.
3. This AGREEMENT may be terminated without cause by the DISTRICT upon thirty (30) days written notice to VENDOR. In the event of a termination without cause, the DISTRICT shall pay VENDOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the VENDOR for DISTRICT approved extra services.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, VENDOR agrees to continue the work diligently to completion. If the dispute is not resolved, VENDOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but VENDOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before.

ARTICLE IV - COMPENSATION TO THE VENDOR

1. The DISTRICT shall compensate the VENDOR as set forth in EXHIBIT F attached hereto and incorporated herein by this reference.

ARTICLE V - MISCELLANEOUS

1. To the fullest extent permitted by law, VENDOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:
    a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to VENDOR's employees or VENDOR's subcontractor employees arising out of VENDOR's work under this AGREEMENT; and
    b. Liability for damages for (I) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
    c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the VENDOR, or any person, firm or corporation employed by the VENDOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by VENDOR in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
    d. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement. The VENDOR, at VENDOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. VENDOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect VENDOR and DISTRICT from claims which may arise out of or result from VENDOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
    a. The VENDOR agrees to carry workers' compensation insurance to protect its respective employees at a limit determined by the Labor Code of the State of California and Employers' Liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000) or its current limit of each, whichever is greater. Proof of such coverage will be furnished

prior to the commencement of the AGREEMENT. A waiver of subrogation is required

b. The VENDOR shall maintain commercial general liability and automobile liability insurance to cover VENDOR's activities with minimum combined single limit per occurrence for bodily injury, personal injury, and property damage of ONE MILLION DOLLARS ($1,000,000) or VENDOR's current limits, whichever is greater. Commercial general and automobile liability insurance to include premise and automobile operations, products/completed operations, contractual, independent Vendors, broad form property damage, and personal injury. The VENDOR shall provide DISTRICT with a certificate of insurance and original endorsement naming the DISTRICT, its governing board, employees, and volunteers as additional insured with regard to the general liability insurance prior to the commencement of the program.

c. Each policy of insurance required in (b) above shall name The El Monte Union High School District, its Board, officers, agents, employees and volunteers as additional insureds; shall state that, with respect to the operations of VENDOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. VENDOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, VENDOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event VENDOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of VENDOR, and in such event VENDOR shall reimburse DISTRICT upon demand for the cost thereof.

3. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent Vendor. VENDOR understands and agrees that VENDOR and all of VENDOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR assumes the full responsibility for the acts and/or omissions of VENDOR's employees or agents as they relate to the services to be provided under this AGREEMENT. VENDOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective VENDOR's employees.

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or VENDOR.

4. The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. VENDOR shall not assign this AGREEMENT.

5. This AGREEMENT shall be governed by the laws of the State of California.

6. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the VENDOR.

7. Time is of the essence with respect to all provisions of this AGREEMENT.

8. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof. The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

VENDOR:

By: _____

DISTRICT:
El Monte Union High School District

By: _____

Wael Elatar, Chief Business Official

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the EL MONTE UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: RFP No. 2022-23(P2) Moving Services for the South El Monte HS Mod Project (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the EL MONTE UNION HIGH SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars ($_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be

construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the_____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other office 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)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the EL MONTE UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: RFP No. 2022-23(P2) Moving Services for the South El Monte HS Mod Project (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____ _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the EL MONTE UNION HIGH SCHOOL DISTRICT in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:_____

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.
The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other office 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)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, 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) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the El Monte Union High School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

DATE:_____ _____
TRADE CONTRACTOR

By:_____

Signature

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) TRADE CONTRACTOR CLOSE-OUT STATEMENT

The Trade Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Trade Contractor, certifies that DVBE participation on the Trade Contract for Bid No. _____equaled _____ dollars ($_____), which represents approximately ____ percent (___%) of the total Trade Contract price including change orders for the Project.

Company: _____

Name:_____

Title: _____

Signature: _____

Date: _____

TRADE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of Trade Contractor/consultant]

- ❑ Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the El Monte Union High School District, pursuant to the Contract/Purchase Order dated _____, and Trade Contractor hereby certifies that none of the employees have been convicted of or have an arrest pending final adjudication for any serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ❑ Pursuant to Education Code Section 45125.2, Trade Contractor will ensure the safety of pupils by one or more of the following methods:
  - ❑ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - ❑ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date_____, 20___

_____
[Name of Trade Contractor/Consultant]

_____

By its:_____

ATTACHMENT A:

TRADE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)