

## CUPCCAA Procurement Summary and Approval



Beverly Hills  
Unified School District

totum  
program management

Project Name:		BHHS Temporary Security Fence
Date:		8/22/16
1)	Bid / Procurement Process	CUPCCAA Informal Bids
2)	Single Contractor Negotiation ( Under \$45,000)	No
3)	How did we advertise	Use CUPCCAA Contractor List
4)	How did we outreach	Phone and Email contacted 10 fence contractors
5)	Description of the Work	Installation of a temporary security fence 1150 linear Ft and 8 Gates
6)	Bid Requirements	
	a. DIR Registration required	Yes
	b. Payment Bond required for all bids over \$25,000	Yes
	c. Insurance certification required.	Yes
	d. Prevailing wage required	Yes
	e. Bid Bond required for all bids over \$45,000	Yes
	f. Written Safety Manual/Plan required	Yes
	g. K-12 occupied school experience required	No, all work on perimeter of school
7)	# of bidders @ job walk	2 attended . It was not mandatory.
8)	# Bids received	3
9)	Bids:	1) Harris Steel Fence Co. \$139,222 2) Quality Fence \$143,988 3) So Cal Fence 161,889.13
10)	Engineering Estimate \$	\$133,800
11)	Budget \$	\$225,000
12)	Recommend Award	Yes to Harris Fence
13)	Board Approval Required (all bids over \$45,000)	Yes
14)	Ratification Required( all bids under \$45,000)	No
15)	Start and Completion Dates for Project	Sept 15, 2016 to November 15, 2016
<p>CM Approval <i>John S. S. 8-22-16</i></p> <p>Program Manager Approval <i>[Signature]</i></p> <p>Chief Facilities Officer Approval <i>Edu. U. 8-22-16</i> * prepare BAT</p>		

**BID FORM**

**FOR**

**BEVERLY HILLS HIGH SCHOOL TEMPORARY SECURITY FENCE PROJECT**

**241 MORENO DRIVE, BEVERLY HILLS, CA 90211**

**Project No. CO 2.14**

**FOR**

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT**

CONTRACTOR  
NAME:

Harris Steel Fence Co., Inc

ADDRESS:

8728 S. San Pedro St

Los Angeles, CA 90003

TELEPHONE:

( 323 ) 751-4104

FAX:

( 323 ) 751-8812

EMAIL

Daniel @harrisfenceco.com

TO: Beverly Hills Unified School District, acting by and through its Governing Board, herein called "District".

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

**BEVERLY HILLS HIGH SCHOOL TEMPORARY SECURITY FENCE PROJECT**

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

2. LUMP SUM BASE BID IN WORDS & NUMBERS:

- a. Fencing with windscreen and gates as defined in the Drawings and Specifications

One Hundred Thirty Nine Thousand Two Hundred Twenty Two DOLLARS

(\$ 139,222.00 )

3. 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)

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

5. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 319155

License Expiration Date: 3-31-18

Name on License: Harris Steel Fence Co., Inc

Class of License: C-13

DIR Registration Number: 100002087

6. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

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

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.

Harris Steel Fence Co., Inc  
Proper Name of Company

Daniel Blanciak  
Name of Bidder Representative

8722 S. San Pedro St  
Street Address

Los Angeles, CA 90003  
City, State, and Zip

( 323 ) 751-4104  
Phone Number

( 323 ) 751-8812  
Fax Number

Daniel@harrisfenceco.com  
E-Mail

By  \_\_\_\_\_  
Signature of Bidder Representative

Date: 8-9-16

**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.

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**FORM**

Labor Code section 3700 in relevant part provides:

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

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

9. 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 employees.

10. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.



(Signature)

Daniel Blancia

(Print)

8-9-16

(Date)

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 submitted with the Contractor's bid.

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President [Title] of Harris Steel Fence Co., Inc [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 8-9-16 [Date], at Los Angeles [City], CA [State].

Signed: 

Typed

Name: Daniel Blanciak



## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

11. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
12. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
13. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Beverly Hills Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 8-9-16

Harris Steel Fence Co., Inc

CONTRACTOR

By:   
Signature

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE  
AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 8-9-16

Harris Steel Fence Co., Inc  
CONTRACTOR

  
By: \_\_\_\_\_  
Signature



## BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and SureTec Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the Beverly Hills Unified School District (hereafter called "District") in the sum of Twenty Five Thousand (\$ 25,000.00 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 2nd day of August, 20 16.

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 Beverly Hills High School Temporary Security Fence Project.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. 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.



163 Sixth Ave. City of Industry CA 91746

Portable Restrooms / Hand Wash Sinks  
Luxury Trailer Restrooms / Barricades  
Chain Link Fencing

**MBE- SBE Certified**



Name: Michael Dobortin  
Phone: 805-689-0783  
Fax:  
Email: michael@totumconsulting.com

**Billing Info:**

Beverly Hills High School CLF @ Moreno  
Job: 241 Moreno Dr  
Beverly Hills, Ca 90212

**Confidential Fence  
Purchase Proposal**

August 16, 2016

Thank you for considering So Cal Industries for your upcoming project. Our goal is to provide you with "Clean Quality Service."  
I look forward to working with you soon.

Quantity	EQUIPMENT DESCRIPTION		UNIT PRICE	EXTENSION
1110	LF	8ft high 9ga 2inch mesh chain link fence with top rail bottom tension wire and all line posts in concrete footing or posts on plate if on concrete.	52.50	\$58,275.00
1110	LF	8ft high privacy screen (green)	12.00	\$13,320.00
1	EA	Single Gate with panic hardware	5,600.00	\$5,600.00
1	EA	8x20 Double swing gate with cane bolt and gate wheel	2,900.00	\$2,900.00
1	EA	8x30 Sliding gate with v-track	6,300.00	\$6,300.00
6	EA	8ft high Double swing gate w/ panic hardware	11,200.00	\$67,200.00
Customer responsible for marking underground utilities, clear fence line, and SOCAL must confirm measurements before any material is ordered or any work starts. Price does not include any removal or demo of any fence.				
Specifications: FENCE PURCHASE				
SoCal Industries is not a union shop. This quote is conditioned on receipt review and acceptance of the requirements for this job.				
Accepting this quote you acknowledge this is NOT a PLA, PSA or Union only project				
<input type="checkbox"/> Rental	Months	<input checked="" type="checkbox"/> Purchase Install	<input type="checkbox"/> Install Only	9.00%
Subtotal				\$153,595.00
TAX				\$8,294.13
Total w/ tax				\$161,889.13

**Special Notes:**

Job Location:		Job contact:		Contact #:	
Address:		X-Street:		Alternate #:	
City, State ZIP:		Delivery Date		Pick/Up Date	
VISA M.C. AMEX DISC P.O.	Number	Expiration	Sec Code	C.O.D \$	

**Terms & Conditions**

**ALL PURCHASE/SALES ARE FINAL**

28 day billing cycle applies. Payment in the form of a credit card, cashier's check or cash is due prior to delivery. Any purchase, rental or service already charged to a credit card and later cancelled will receive a 7% cancellation fee. Orders cancelled the day of scheduled delivery will be charged a delivery fee. Lessee shall be deemed to have accepted terms and conditions by a signed proposal, equipment delivery request, use of equipment, acknowledgement, or other conduct of Customer indicating acceptance. All rental units must be accessible for service. Lessee agrees to pay or reimburse all breakage, vandalism, missing, stolen or any damage to equipment other than normal wear while in the lessee's control and/or possession. The Lessor shall have the right, without notice or service, to immediately recover or stop service of items and equipment from customer. Unpaid invoices 30 days past due will receive a 1.5% late fee. Customer changes in equipment quantities or service and fence installation resulting in additional linear footage and/or abnormal conditions, i.e., standby time, relocations, hand carry, hard/rocky ground, hillside, core drill for asphalt, concrete, or partial pickup will incur additional charges. Fence rental will be billed at 15% of installation cost after initial term. Customer is responsible for all taxes and environmental energy disposal fees (EED). Quotation is valid for up to 30 days from quotation date.

ACCEPTANCE OF PROPOSAL:	Printed Name	SIGNATURE:	DATE:
Representative: JOSE MUNIZ		Rep's Signature:	Date:
			Approval



[Jose.Muniz@SoCalIndustries.com](mailto:Jose.Muniz@SoCalIndustries.com)

Direct (626) 422-2538 Fax: (626) 333-2949



# Quality Fence Co., Inc.

(Contractors License #382736)

14929 Garfield Avenue, Paramount, CA 90723, (323) 585-8585, Fax (562) 869-7804

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a contractor may be referred to the Registrar of the Board whose address is Contractor's State License Board, 1020 N Street, Sacramento, CA 95814.

Date: 8/19/16

Proposal written by Frank Tobias

Job: Chain Link fence at Moreno Drive

Attn: Michael Dobrotin

Company: DLR Group

Address:

City, State & Zip:

Phone: 805-689-0783

Fax:

Email: Michael@totumconsulting.com

As per terms and conditions set forth, we, Quality Fence Co., Inc. propose to furnish and install fences as per diagram plans and materials listed hereon. All work to be completed in a workmanlike manner.

Labor and materials to install 1110' of 8' Chain Link with wind screen as per spec with 8 gate all as per plans and specs

\$143,988.00

*Acceptance of Proposal* – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT

This is a contract between two parties and will be effective when accepted. Buyer agrees to clear and establish grade and fence lines before construction. Buyer to assume full responsibility for any and all underground pipes, wires and/or utilities of any type. In the event the fence is not paid for within 60 days, seller has the title right to remove said fence and return to company. In the event of cancellation, buyer agrees to forfeit ten percent of contract price to cover preparations made by Quality Fence Co., Inc. Merchandise listed hereon shall remain the property of the seller until paid for by cash at which time, title will pass to purchaser. If the account is assigned to an attorney or collection agency for collection, then the buyer agrees to pay reasonable attorney fees, court costs and other collection costs. In the event the buyer authorizes extra work other than stated herein, he shall pay on the basis of labor and materials upon presentation of itemized statement. 1.5% interest due each month on unpaid balances after 30 days. Purchaser and users of the product known as Ultra Barrier and Razor Ribbon shall indemnify and hold Quality Fence Co., Inc. harmless from all losses and costs of defense arising from or after use of these products. This proposal and its prices are void after 5 days.

## BHHS Temporary Security Fence

### Overview:

The temporary security fence at BHHS will provide security for the High School primarily along Moreno Drive from the Konhiem Gym north to the entrance at Heath Avenue. This Fence will stay in place until the Measure E Bond Program construction is completed. At that time in coordination with the Site Work Construction, a permanent architectural fence will be installed.

### Fence Details:

1110 Linear Feet of 8ft high chain link fencing with a windscreen covering.

There is an option to install a custom graphic panel along a portion of the Fence

### Gates:

1. Konhiem Pedestrian Gate. 10 ft. wide with two 5 ft. swing panels
2. Swim Gym Pedestrian Gate. 10 ft. wide with two 5 ft. swing panels
3. Swim Gym Vehicle Gate. 16 ft. wide with two 8 ft. swing panels
4. Tennis Court Lacrosse Field Pedestrian/ Maintenance Gate. 16 Ft gate with two 8 ft. sliding panels
5. B4 Pedestrian Gate. 10 ft. wide with two 5 ft. swing panels
6. Heath Ave. East Pedestrian Gate. 6 ft. wide with single swing panel.
7. Heath Ave Vehicle Gate. 26 ft. wide with two 13 ft. swing panels with wheels.
8. Heath Ave West Pedestrian Gate. 6 ft. wide with single swing panel.

### Budgetary Cost:

Chain Link Fence with windscreen (\$75 per linear ft.) \$88,800

Gates \$45,000

Total Estimate: 133,800

Optional Custom Graphic Screen 200 ft. \$4,000