



# EL MONTE UNION HIGH SCHOOL DISTRICT

## Purchasing Department

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November 8, 2023

TO : All Bidders  
FROM : El Monte Union High School District  
BID # : Bid No. 2023-24(B4)  
PROJECT : Parent Development Center Improvements Project  
SUBJECT : Addendum No. 3

The following changes, omissions, and/or additions to the Project Manual and/or Drawings shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

Bidder shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

In case of conflict between Drawings, Project Manual, and this Addendum, this Addendum shall govern.

### REVISIONS/CLARIFICATIONS TO BID DOCUMENTS

1. See attached revised section 01 2100 ALLOWANCES.
  - a. Addition of the following allowance: **Abatement Allowance \$25,000.000**
2. **Revised bid form attached.**

END OF ADDENDUM NO. 3

## SECTION 01 2100

## ALLOWANCES

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements governing Contract allowances.

1 Allowances as set forth in the Specifications are to be used as compensation for items as set forth in this Section. The amounts listed in the schedule or Specifications are to be included in the base bid and shall be listed separately in the Schedule of Values and Application for Payment.

## 1.02 RELATED REQUIREMENTS

- A. Section 01 2973: Schedule of Values.
- B. Section 01 2976: Progress Payment Procedures.
- C. Section 01 3213: Construction Schedule.
- D. Section 01 3229: Project Forms.
- E. Section 01 5000: Construction Facilities and Temporary Controls.
- F. Divisions 02-49: Specifications.

## 1.03 ALLOWANCES

- A. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicate the amounts to be charged to the respective allowance amount.
- B. At Substantial Completion of the Work or at any time designated by the OAR, credit unused amounts remaining in the allowances to the OWNER by Change Order.

## 1.04 ALLOWANCE DISBURSEMENT

- A. CONTRACTOR shall submit a request for allowance disbursement on an allowance disbursement form. Include all substantiating and/or required data along with the request. Utilize the allowance disbursement authorization form as set forth in the Project Forms Section 01 3229.

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- B. The request shall have the requested amount listed as an allowance disbursement without CONTRACTOR overhead and markup.
- C. Once the OAR has accepted the disbursement, ARCHITECT and OAR will sign the allowance disbursement form.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALLOWANCES

- A. Include in the base bid the following allowances in the following amounts:

<u>Description</u>	<u>Amount</u>
DSA Allowance	5% of base bid
Abatement Allowance	\$25,000.00

END OF SECTION

**BID FORM**

**FOR**

**Parent Development Center Improvements**

**at South El Monte High School**

**1001 Durfee Avenue**

**South El Monte, CA, 91733**

**Project No. 21095.01**

**Bid No. 2023-24(B4)**

**FOR**

**EL MONTE UNION HIGH SCHOOL DISTRICT**

CONTRACTOR  
NAME:

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ADDRESS:

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TELEPHONE:

(       )

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FAX:

(       )

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EMAIL

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

**BID NO. 2023-24(B4) EMUHSD PARENT DEVELOPMENT CENTER IMPROVEMENTS**

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

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

| 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): \_\_\_\_\_

4. 10% CONTINGENCY (Numerical): \_\_\_\_\_

5. 5% DSA ALLOWANCE (Numerical): \_\_\_\_\_

6. ABATEMENT ALLOWANCE: \$25,000.00 \_\_\_\_\_

7. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS (add lines 3, 4, 5 and 6 above):

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_ )

8. CONTINGENCY: The above contingency shall only be allocated for unforeseen items relating to the work. Contractor shall not bill for or be due any portion of the contingency unless the District has identified specific work, Contractor has submitted a price for that work, or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a contingency expenditure directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the contingency not allocated.

9. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor

shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

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

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

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

10. 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)

11. The required List of Designated Subcontractors is attached hereto.

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

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

14. 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 Contractor in the time specified in the Contract Documents.

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

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(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.)

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

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

License Number: \_\_\_\_\_  
License Expiration Date: \_\_\_\_\_  
Name on License: \_\_\_\_\_  
Class of License: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

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

18. 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.

19. 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, Supplemental Conditions, Addenda, 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.

20. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

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

21. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

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.

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Proper Name of Company

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Name of Bidder Representative

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Street Address

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City, State, and Zip

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( )  
Phone Number

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( )  
Fax Number

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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.