



# EL MONTE UNION HIGH SCHOOL DISTRICT

## Purchasing Department

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March 1, 2023

TO : All Bidders  
FROM : El Monte Union High School District  
BID # : 2022-23(B7)  
PROJECT : Furnish and Install Thirteen HVAC Units at El Monte High School  
SUBJECT : Addendum No. 2

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.

**BID FORM(S) REPLACED: YES**

See attached.

**REVISIONS TO BID DOCUMENTS**

**RESPONSE TO BID RFI**

**RFI 1-** What is the scope of control?

**Reconnect system to existing EMS system, Pelican controls.**

**RFI 2-** What is the fire alarm system and contact company?

**HVAC System is not tied into the fire alarm system.**

**RFI 3-** Do you need any temporary air during removing and reinstalling the new units?

**Contractor is not responsible for any temporary air.**

RFI 4- What are the working hours?

**Working hours will be as follows:**

**Student days: Monday – Friday 6:00 a.m. to 9:00 p.m.**

**Non-student days: Monday – Friday 4:00 p.m. to 10:00 p.m.**

**Saturdays can be scheduled with the District.**

**Attached is the District's 2022-2023 class schedule**

RFI 5- Please advise if there is any asbestos?

**The awarded contractor will be supplied with asbestos report and not be responsible for any remediation.**

RFI 6- If there is any duct cleaning, please provide as built?

**Contractor will not be responsible for any duct cleaning and no as built are necessary.**

RFI 7- Page 200 of Supplementary General Conditions, Item #13, refers to " Owner Furnished Equipment ". Please clarify if the contractor will furnish

**Contact to furnish all HVAC equipment and materials needed for this project.**

RFI 8- Please advise roofing type for Girls PE & Boys PE, and roofing company maintaining the roof.

**Bitumen roof (asphalt build up). San Marino roofing is the district's preferred roofing contractor.**

RFI 9- Are there any existing duct smoke detectors and any related scope of work.

**No existing smoke detectors.**

RFI 10- Is there any fire alarm scope of work related to any existing duct smoke detector

**No fire alarm scope of work related.**

RFI 11- For gas and condensate drain lines, pls confirm if we will use the existing lines, or pls advise details

**All gas lines will be using existing. All condensate drain lines will need to be replaced with copper.**

RFI 12- Can all the units be replaced simultaneously?

**As units are available by the manufacturer the contractor will work with the district to install them and stay on schedule.**

RFI 13- Can any Mfg. other than Carrier be used? Scope of work, page 200, asks the bidders to provide information on the units, Mfg, etc.

**Although the District's preference is Carrier units, we will review equal products.**

RFI 14- Please confirm that the \$1,000/day liquidated damage as mentioned on the front-end documents will not be imposed due to the equipment long lead time (40 weeks, as of 02/21/23). The contract duration (011216/3.05) shows 169 days only. Will the contract time start's once we receive the equipment?

**The intention of this bid is to award to a contractor that can furnish and install these units (or equal product) in 169 calendar days. Contractor time will start once this project has been awarded and the district officially communicates to the contractor to order the units.**

**Unforeseen delays by the unit manufacturer must be communicated to the District.**

RFI 15- 1. Please advise if the AC units to be replaced are tied to Fire Life Safety System. If so, please advise vendor / manufacturer of the FLS System

2. Please advise if the AC units to be replaced are tied to BMS System. If so, please advise vendor / manufacturer of the BMS System

3. Can you please identify which unit is tied to the Pelican system.
4. How are we controlling the AC units? Do we need to provide thermostat for each (if there's none?)

- 1. The units are not tied to any life safety.**
- 2. The HVAC units are tied into an EMS system and the manufacturer is Pelican.**
- 3. All units are tied into the Pelican system.**
- 4. Contractor will not need to provide any thermostats. Contractor will need to connect the existing thermostat to the new unit.**

**RFI 16-** Please confirm that there is NO requirement for temporary cooling or portable AC's during construction.

**The contractor will not be responsible to provide any temporary cooling.**

- RFI 17-**
1. Will there be any structural upgrades required for the RTU's, we assume that the weight analysis has been done already since the RTU models are already defined.
  2. To avoid any roof repair and modification we will be proceeding with the following: Please confirm if this is acceptable
    - a. the new fused disconnect for the RTU will be mounted on the side of the unit and there is no requirement to provide a separate support for the disconnect.
    - b. The existing curb to remain and we will provide curb adapter to avoid any roof modification.
  3. Please advise who is the approved roofing contractor by the district.

- 1. No structural upgrades required.**
- 2. A and B question. This is acceptable.**
- 3. Approved roofing contractor is San Marino Roofing.**

**RFI 18-** Please confirm that certified (or non-certified) Testing & Balancing is not required on the project.  
**Contractor will not be responsible for any testing & balancing for air flow. District staff will be responsible. The Contractor will be responsible for commissioning the new equipment.**

**RFI 19-** Please advise if the existing electrical feeder can be re-used and no up sizing will be required. Our proposal will include cost for electrical scope to disconnect and reconnect only (extend as necessary), is this correct statement?

**Current electrical feeder can be reused. Contractor to provide all new disconnects for all units and only be responsible for disconnection and reconnection of all units.**

**RFI 20-** Allowance is mentioned on division 1 specs however there is no dollar value. Do we need to add any allowance in our proposal?

**The Bid Form has been revised to include a 10% contingency. See attached.**

**RFI 21-** Will duct cleaning be required?

**The contractor will not be responsible for any duct cleaning.**

**RFI 22-** Will testing and balance be required? If so will TAB be required for the inlets and outlets or just the equipment?

**The contractor will not be responsible for any Air-Flow testing. District will perform this task.**

**RFI 23-** Is the roof under warranty? Does the district have a list of preferred roofing vendors?

**The contractor preferred roofing contractor is San Marino Roof. The roof is not under warranty.**

**RFI 24-** The scope mentions start up and commissioning for all RTU's, should this include all fan coils as well?

**The contractor will be responsible to also include the fan coils as part of the replacement and start up commissioning of that system.**

**RFI 25-** What is the maximum length of flexible ductwork?

**The contractor is not to replace any flexible ductwork.**

**RFI 26-** Please clarify district preference to equipment manufacturer as the summary of work is vague (yellow highlight).

**Although the District's preference is Carrier units, we will review equal products.**

**RFI 27-** Bid doc indicates 5 systems to have their ductwork replaced. At the job walk we were told that only the two systems at the guidance center need to be replaced, please clarify.

**Contractor to replace two systems ductwork.**

**RFI 28-** Bid doc indicates new metal cap for 5 systems. At the walk it was mentioned that we do not need, please clarify.

**Contractor to include the cost of 5 new metal caps as unforeseen issues may arise during the removal of the HVAC units.**

**RFI 29-** Roofing, bid doc asking for roofing repairs around 2 RTU, please clarify how many duct penetrations there are and if they do need to be re-roof even if not touched?

**The contractor will be responsible for all roof repairs in the course of the project due to any unforeseen penetrations or ductwork replacement. The contractor will not be liable for any roof repairs if not touched during the course of the project.**

## ATTACHMENTS

1. Bid Form
2. 2022-2023 School Calendar

END OF ADDENDUM NO. 2

**BID FORM**

**FOR**

**BID No. 2022-23(B7) FURNISH AND INSTALL THIRTEEN HVAC UNITS AT EL MONTE HIGH SCHOOL**

**AT**

**EL MONTE HIGH SCHOOL  
3048 TYLER AVE.  
EL MONTE, CA 91731**

**FOR**

**EL MONTE UNION HIGH SCHOOL DISTRICT**

CONTRACTOR  
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 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. 2022-23(B7) FURNISH AND INSTALL THIRTEEN HVAC UNITS AT EL MONTE HIGH SCHOOL**

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	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 AMOUNT IN NUMBERS: \$ \_\_\_\_\_

10% CONTINGENCY IN NUMBERS: \$ \_\_\_\_\_

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\_\_\_\_\_ DOLLARS

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

4. 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.

5. 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)

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

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

8. The Substitution Request Form, if applicable, 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 Contractor in the time specified in the Contract Documents.

10. 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 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 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.

13. 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.

14. 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.

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 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)

16. 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

---

(        )  
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.

## EL MONTE UNION HIGH SCHOOL DISTRICT 2022-2023 SCHOOL CALENDAR

<b>July</b>	4, 2022*	Monday	Independence Day Holiday
	15	Friday	Summer School Ends (High Schools)
	22	Friday	Summer School Ends (Adult School)
<b>August</b>	1	Monday	First Day for Counselors/CWAs/Instructional Coaches/ Psychologists/Student Affairs Directors/TOSAs
	3	Wednesday	First Day for 10-Month Classified Staff
	15	Monday	First Day for Remaining EMUEA (including Adult School)
	16	Tuesday	First Day for Students (Adult School Only) Professional Development Day (No Students)
	17	Wednesday	First Day for Students (High Schools) First Day for Continuing Classified Staff
<b>September</b>	5*	Monday	Labor Day Holiday
	23	Friday	First Grading Period Ends (6 weeks)
<b>October</b>	3	Monday	Professional Development Day (High Schools Only)
	7	Friday	End of 1 <sup>st</sup> Quarter (Adult Ed)
	28	Friday	Second Grading Period Ends (5 weeks)
<b>November</b>	7	Monday	Professional Development Day (High Schools Only)
	11*	Friday	Veteran's Day Holiday
	21	Monday	Student/Teacher Free Day (Including Adult School)
	22	Tuesday	Student/Teacher Free Day (Including Adult School)
	23	Wednesday	Student/Teacher Free Day (Including Adult School)
	24*	Thursday	Thanksgiving Day
25^	Friday	Thanksgiving Day Local Holiday	
<b>December</b>	14	Wednesday	Final Exams for Students
	15	Thursday	Final Exams and Minimum Day for Students
	16	Friday	Final Exams and Minimum Day for Students First Semester Ends (6 weeks)
	23^	Friday	End of 2 <sup>nd</sup> Quarter (Adult Ed) Christmas Eve Local Holiday
	26^	Monday	Christmas Day Local Holiday
	19-January 2		Winter Break
<b>January</b>	2^	Monday	New Year's Day Local Holiday
	3	Tuesday	School Reopens for Adult Education Student/Teacher Free Day (High Schools Only)
	4	Wednesday	School Reopens for High School Students
	16*	Monday	Martin Luther King, Jr. Birthday Holiday
<b>February</b>	13*	Monday	Lincoln Day Holiday
	17	Friday	First Grading Period Ends (7 weeks)
	20*	Monday	President's Day Holiday
<b>March</b>	6	Monday	Professional Development Day (High Schools Only)
	9	Thursday	End of 3 <sup>rd</sup> Quarter (Adult Ed)
	10	Friday	Student/Teacher Free Day (Adult Ed)
<b>April</b>	7	Friday	Second Grading Period Ends (7 weeks)
	10-14	Monday-Friday	Spring Break
	14^	Friday	Classified Holiday
<b>May</b>	29*	Monday	Memorial Day Holiday
	31	Wednesday	Last Day for Adult School (End of 4 <sup>th</sup> Quarter)
<b>June</b>	5	Monday	Final Exams for Students
	6	Tuesday	Final Exams and Minimum Day for Students
	7	Wednesday	Final Exams and Minimum Day for Students Last Day of School for Students Second Semester Ends (7 weeks) Commencement Ceremonies
	8	Thursday	Last Day for EMUEA Staff
	12	Monday	First Day Summer School (Tentative)
	13	Tuesday	Last Day for 10-Month Classified Staff
	19*	Monday	Juneteenth Holiday
	30	Thursday	Fiscal Year Ends

Board Approved: April 6, 2022

\* Legal Holiday

^Local Holiday