



EL MONTE UNION HIGH SCHOOL DISTRICT

Purchasing Department

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November 28, 2023

TO : All Bidders
FROM : El Monte Union High School District
BID # : Bid No. 2023-24(B6)
PROJECT : ARROYO HIGH SCHOOL MODERNIATION PACKAGE 1 PROJECT
SUBJECT : Addendum No. 4

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. Additional Special Conditions attached.

END OF ADDENDUM NO. 4

EL MONTE UNION HIGH SCHOOL DISTRICT
Arroyo HS Modernization Package 1 Project

SPECIAL CONDITIONS

SPECIAL CONDITIONS

A CONTRACTOR PROVIDE TEMPORARY FACILITIES FOR DISTRICT USE AND IS RESPONSIBLE FOR MOBILIZING AND DEMOBILIZING ALL OF THE FOLLOWING AS A MINIMUM.:

1. **Field Office Trailer** – Contractor shall provide a Jobsite Trailer expressly for the use of the Project Inspector, Construction Manager, and the District in accordance with Specification 01 50 00 Temporary Facilities and Controls. The trailer must be set with power, restrooms, and internet connection by June 9th, 2023. The trailer shall be utilized by the CM, IOR and District until April 9th, 2025.
2. **Dual Office Trailer – Minimum of 12'x56' ft.**
3. Office Trailer to include (2) offices, consisting of a single office at each end of the trailer with a conference room in the center and restroom.
4. Trailer to be weather tight with lighting, electrical outlets, communications capabilities, heating, cooling, and ventilating equipment. VCT to be used for flooring, NO CARPET.
5. Contractor to provide wireless and hardwired Wi-Fi and Wi-Fi connection to all electronic devices. Contractor shall ensure District, TELACU CM, DSA PI, and all other project parties are connected to the supplied Wi-Fi and wired network.
6. Location to be determined by approved Logistics Plan.
7. Office Furniture – Contractor shall provide the following furnishings:
 - a. Three (3) Office Desks approximately 30"x60"
 - b. Three (3) Office Chairs with caster wheels and arm rests
 - c. Best Choice Products – SKY1987 or equal
 - i. Four (4) 36"x18"x54" Steel Lateral Filing Cabinets with 3 drawers
 - d. Uline H-2169 or equal
 - i. (1)96"x48" Conference Table
 - e. Basyx – 633802 or equal
 - i. Thirteen (13) Conference Chairs with casters and arm rests
 - f. Staples Carder 24115D or equal
 - i. Three (3) Plan Tables
 - g. Flash Furniture Adjustable Drawing and Drafting Table NANJN2433 or equal
 - i. Provide and Install three (3) 4'x 8' Whiteboards with 3 sets of accessories, accessories to be markers, erasers, and liquid spray cleaner.
 - h. Multifunction Printer Xerox WC7830 or approved equal - 8.5"x11" and 11"x17" Color Printing, Scanning, and Copying Capabilities
 - i. Contractor to provide maintenance and Ink Replacement throughout project duration
 - Contractor to provide paper – 8 ½" x 11" and 11"x17" as required for the project duration
 - i. 24 Lineal Ft of Shelving to be installed by Contractor
 - j. Sparklett's Pure Water Dispenser or equal and Service or for project duration
 - k. Contractor to provide a 65" TV to be mounted by the GC in the CM's construction trailer and utilized for all construction meetings. TV is to be purchased as described here: - LG - 65" Class - LED - UK6090PUA Series - 2160p - Smart - 4K UHD TV or approved equal.
 - l. One (1) new Staples 15 sheet Cross Cut paper shredder
8. All utilities to be connected and maintained by Contractor in accordance with 01 50 00 Temporary Facilities and Controls.
9. Contractor shall provide internet access with wireless router located in office trailer for Project Inspector, TELACU CM and District use for the duration of the project. Interruption

of internet capability shall be for no more than 4 hours. District will be reimbursed for lost work and productivity due to loss of internet capabilities to their trailer.

10. Contractor shall provide any and all permits, fees, and property insurance required.
11. Cleaning - Contractor shall provide basic weekly cleaning service for trailer including floors, windows, restroom, etc.

Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for the construction purposes. Connection to the Construction Managers field office trailer. All cost associated for the relocation of "Temporary Facilities and Controls" as required to complete scope of work at temporary trailer laydown area to be provided by the Contractor. Provide and maintain temporary a (VIP) toilets facilities to the Construction Managers trailer. Contractor shall provide temporary facilities for all work force as per OSHA standards.

B HOUSE KEEPING: It is the Contractor responsibility to maintain a clean site and work environment. In the event that the site housekeeping is unsatisfactory to the District or CM, it is the responsibility to correct the issue. The CM and District reserve the right to have the Contractor provide two laborers perform general housekeeping for a minimum two hours a week, at no additional cost, if the Contractor does not correct the issue within one week of a formal notice.

C. CONSTRUCTION SOFTWARE: The CONSTRUCTION MANAGER will provide access to a web-based Project Document Control system (Procore) that will be utilized by the DISTRICT, CONTRACTOR, CONSTRUCTION MANAGER and ARCHITECT for the purposes of transmitting and filing all project documents. The CONTRACTOR shall be required to familiarize themselves with Procore Construction Software and free training sessions will be available prior to the start of construction for the purposes of transmission of Meeting Minutes, RFIs, Submittals, and Daily Reports. CONSTRUCTION MANAGER to coordinate online training session(s) through Procore for use and instruction. CONTRACTOR to ensure digital upload of PDF files are clear and legible. Any PCOs may be provided via email to the CONSTRUCTION MANAGER with the ARCHITECT carbon copied. At the close of each working day, the CONTRACTOR shall submit a daily report to the CONSTRUCTION MANAGER documenting the name of all subcontractors, the quantity of workers for each subcontractor, the hours worked, the work performed, and any operating equipment Procore will be set up and run as individual projects for DSA tracking and Project Documentation purposes. Gilbert Modernization and Whitaker Modernization shall be two separate projects with individual RFI's, submittals, daily reports and meeting minutes.

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SUPPLEMENTARY SPECIAL CONDITIONS

A. ADMINISTRATION OF THE CONTRACT:

The Construction Manager will assist the District with administration of the Contract as hereinafter described.

The Construction Manager will be a District representative during construction and until final payment approval to the Contractor. The Construction Manager will advise and consult with the District. The Construction Manager is not authorized to amend any of the Contract Documents or order changes in the Work which require a Change Order. The District must approve all Change Orders to the Contract. All communications from the Contractor to the District or the Architect shall be directed through the Construction Manager. All communications to the Contractor from the District or the Architect shall be directed through the Construction Manager unless otherwise directed by the Construction Manager.

The Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Construction Manager may perform the Construction Manager's functions under the Contract Documents.

The Construction Manager as well as the Architect shall have the authority to reject Work that does not conform to the Contract Documents, and to require special inspection or testing. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Construction Manager will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed or completed. The Construction Manager shall have the authority to suspend or stop the Work, in whole or in part, if the Contractor fails to correct defective Work as required or fails to carry out the Work or to supply a sufficient amount of skilled labor or suitable materials or equipment in such a way that assures that the Work will be completed in accordance with the Contract Documents. The Construction Manager shall also have the right to suspend the Work, in whole or in part, for such periods as Construction Manager may deem necessary to coordinate the Work with the work of the District or separate contractors or for conditions considered unfavorable for the suitable prosecution of the Work. The Construction Manager shall give the Contractor notice of any such suspension and the Contractor shall immediately comply with the orders of the Construction Manager and shall not resume the Work until so ordered by the Construction Manager.

B. DISTRICT'S RIGHT TO CARRY OUT THE WORK

If the General Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, including, but not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to General Contractor is creation of an unsafe condition;
5. In the case of bona fide emergency;

6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or shop drawings in a timely manner;
8. Failure to comply with General Contractor's schedule which would result in a delay to the critical path;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

If the General Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a forty-eight (48) period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 4.17.5 after providing forty-eight (48) hour written notice to General Contractor and Surety. If during this forty-eight (48) hour period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In such case, the General Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the General Contractor. If payments then or thereafter due the General Contractor are not sufficient to cover such amounts, the General Contractor shall pay the difference to the District.

C. CLEANING UP

1. General Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment.
2. General Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Should trash and debris become an identified hazard to students and staff, the General Contractor, after written notice from the Construction Manager shall immediately remove such a hazard. Upon failure to remove said hazard within 48 hours of written notice, The District will remove said hazard and issue a deductive change order to the General Contractor's contract for the cost to perform such work.
3. General Contractor shall remove rubbish and debris resulting from the Work on a daily basis. General Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District.
4. General Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

D. RULES OF DOCUMENT INTERPRETATION

In the event of conflict within the drawings, the following rules shall apply:

- (a) General Notes, when identified as such, shall be incorporated into other portions of Drawings.
- (b) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
- (c) Larger scale drawings shall take precedence over smaller scale drawings.
- (d) At no time shall the General Contractor base construction on scaled drawings. Specifications shall govern as to materials, workmanship, and installation procedures.

If General Contractor observes that drawings and specifications are in conflict, General Contractor shall, within five (5) days, notify the Architect or Construction Manager in writing for the purposes of obtaining an interpretation of the Contract Documents.

In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- (a) General Conditions take precedence over Drawings and Specifications.
- (b) Special Conditions take precedence over General Conditions.
- (c) The Agreement shall take precedent over the Special Conditions.
- (d) In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

E RULES OF CONDUCT

Each contractor, subcontractor, architect, engineer or consultant, when performing work on the project, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated and will result in removal from the site.
4. All contractors and subcontractors will be issued a badge/sticker by the Owner or designee, as an individual means of identification. The badge/sticker is to be worn at all times while on the Owner's property. The badge/sticker will be visibly noticeable and located on the front of the individual's shirt. All badges/stickers are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
5. All contractors and subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used.
 - b. Vehicles must be parked each day in the designated area prior to the start of the school day and removed after the end of the school day. If for some unforeseen reason a vehicle needs to be removed during school hours, the vehicle shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off of the Owner's property. At no time will the vehicle exceed 5 mph. Contractor shall obey all posted traffic signs as well as signal lights.
 - c. General Contractor shall provide and coordinate with the District's Construction Manager all traffic and pedestrian control for Contractor's own operations, including that of suppliers. Any special permits for this requirement will be the contractor's responsibility.
 - d. General Contractor shall maintain minimum of five-man hours per week for site cleanup for the duration of the project.
6. The Owner's property is a drug-free workplace. This policy shall be strictly enforced.

7. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
8. The use of any tobacco products on the Owner's property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor or subcontractor shall not be tolerated.
10. All contractors and subcontractors shall conform to a dress code whereby:
 - a. No clothing that contains violent, suggestive derogatory, obscene, or racially based material may be worn. This interpretation will be made by the Owner or designee.
 - b. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances that are prohibited to minors will not be allowed.
 - c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owner's property.

All contractors and subcontractors are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

All contractors and subcontractors' personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Only personnel working on the contract will be allowed to enter the site. No transient vendors, portable food service entities or others will be allowed to enter the campuses.

Non-compliance with any of the above-stated rules of conduct by any contractor or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

F. SAFETY BARRIERS AND SAFEGUARDS

1. General Contractor shall erect and maintain a 6' temporary construction fence around each building during construction as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
2. General Contractors shall also as necessary relocate such safety barriers to maintain safe path of travel for staff and students throughout the course of construction.
3. General Contractors shall also provide maps showing such relocations and timing of them. Upon Written notice of deficiencies in safety barriers, General Contractors shall immediately remedy such a hazard. The District shall have the right to remedy such a hazard within 48 hours of written notice to the Contractor and forwarding a deductive change order for the cost of the remedy.

G. TEMPORARY FACILITIES and CONTROLS

1. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for the construction purposes.
2. Connection to the Construction Managers field office trailer. All cost associated for the relocation of "Temporary Facilities and Controls" as required to complete scope of work at

temporary trailer laydown area to be provided by the Contractor.

3. Provide and maintain temporary a (VIP) toilets facilities to the Construction Managers trailer. Contractor shall provide temporary facilities for all work force as per OSHA standards.
4. Provide barriers to prevent unauthorized entry to all construction areas, to prevent access to areas that could be hazardous to workers or public and to protect existing facilities and adjacent properties from damages from construction operations.

H. OWNER TRAININGSPECIFICATIONS

It is the responsibility of the contractor to provide training to the owner and site personnel on all new equipment or systems installed during the course of the project. The contractor will provide a 1-hour training session covering the maintenance and operations of the specified equipment or system. The contractor will provide the CM with a training schedule at least ten (10) business days prior to the first planned training.

The owner has the right to accept or reschedule these trainings at their discretion. The Contractor will provide two hard copies of the Operations and Maintenance manuals. The O&M manuals will be turned over to the CM with the training schedule. Videos of the trainings will be taken and submitted to the District by the associated General Contractor.

END OF SECTION