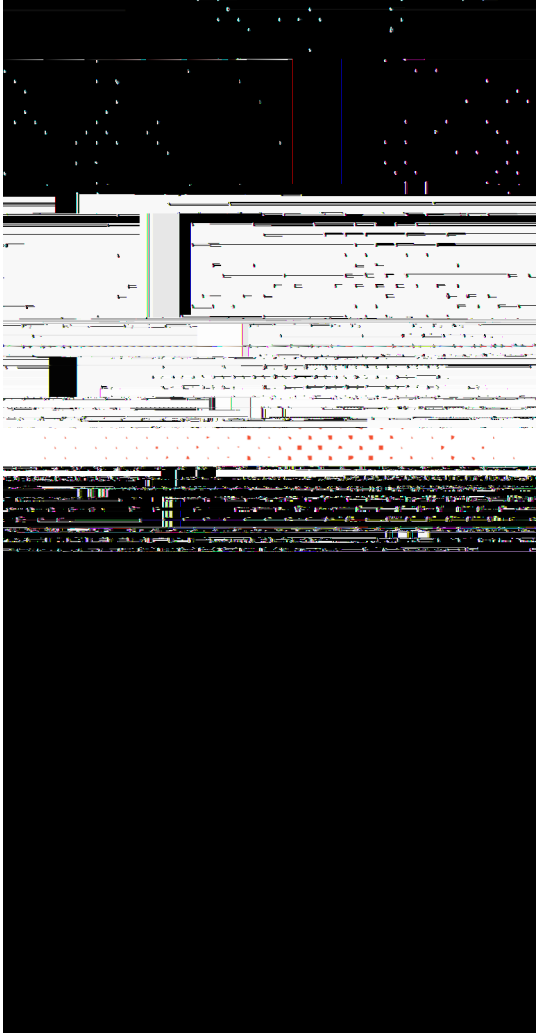




1650 Spruce Street, Suite 300

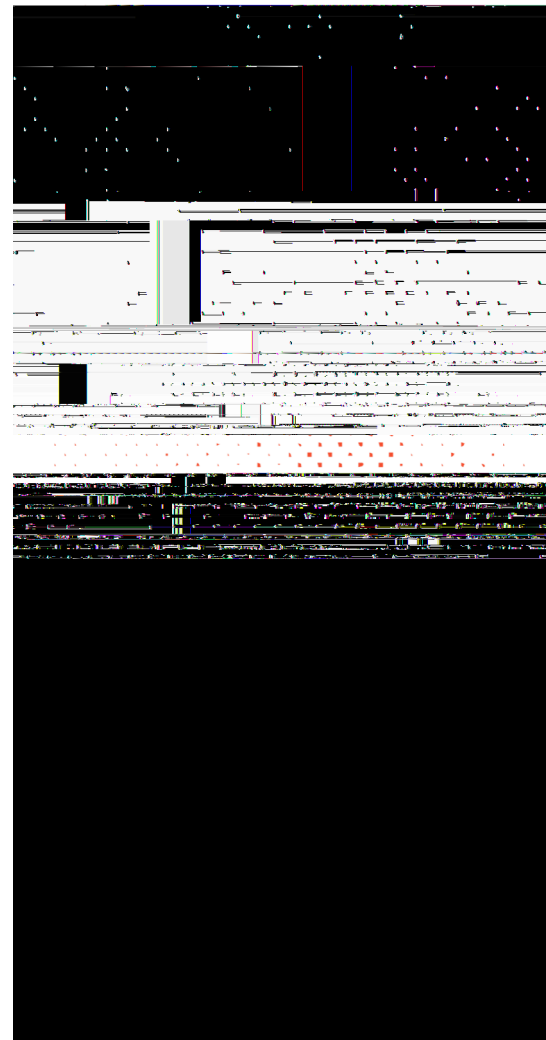


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# SOUTH EL MONTE HIGH SCHOOL MODERNIZATION RFI LOG

RFI #	SUBJECT	QUESTIONS	OFFICIAL RESPONSES	RESPONSIBLE BID PACKAGE	CHANGES PER ADDENDA
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# EL MONTE UNION HIGH SCHOOL DISTRICT

## SOUTH EL MONTE HIGH SCHOOL MODERNIZATION

SECTION 00 73 00  
SPECIAL CONDITIONS

(00 73 00)  
SPECIAL CONDITIONS

A. TIME OF PERFORMANCE:

C. DOCUMENTS FURNISHED: " digital copies of drawings and specifications to be furnished to Contractor free of charge. " additional copies of

(a) Per occurrence (combined sin*le limit)	82%000%000.00	82%000%000.00
(b) Proiect S#ecilic " **re*ate (!or this #roiect onl )	8B%000%000.00	8B%000%000.00
(c) Products-Com#leted >#erations	82%000%000.00	82%000%000.00
(d) Personal A " dvertisin* (nour limit	82%000%000.00	82%000%000.00





The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor, Sub-Contractors, and their respective employees

background and criminal history checks are required of all Contractors, jobsite supervisors. This information shall be readily available to view by the District at any time.

Contractor must provide certification of Department of Justice Clearance for jobsite supervisors employed by the Contractor and all its Subcontractors obtained through LiveScan. Clearance must be obtained using the Contractor's SSN (Identification Number). Local agency clearances including but not limited to DCA, Police Department, and/or the Sheriff's Department are not acceptable.





- S. **EXISTING CONDITIONS:** It is the responsibility of all Division Contractors to provide all necessary protection of the existing finishes, furniture, structure, and general site conditions. In the event that any of the existing conditions are damaged or removed during the course of work, the contractor is responsible to restore or replace the impacted area/item to its reconstruction condition or rating. This includes but is not limited to; tile, ceiling, tile, walls, floors, furniture, fire rated walls, structural members, curbs, roof, linings, stems, lighting, concrete, asphalt, landscape, etc.
- T. **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 C ) it is the responsibility to correct the issue. The C ) and District reserve the right to have the Contractor provide two laborers per form 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.
- U. **CONSTRUCTION SOFTWARE:** All Division contractors will be required to utilize various Construction Software Programs. Procore will be the primary system for project tracking. The Procore account will be provided and managed by the Construction Manager. Procore will be used to track items such as billings, change orders, RFIs, submittals, inspection requests, etc.
5. **PRE-CONSTRUCTION/ PRE-INSTALLATION MEETINGS:** All Division Contractors will be required to participate in Pre-Construction-Preinstallation meetings as scheduled by the Construction Manager. The intent of these meetings is to coordinate between the various Division Contractors and their subcontractors to avoid conflict between trades prior to work being installed. These meetings should have in attendance at minimum the project foreman and PM or other authoritative capable of making decisions with potential financial impact. Attendance at these is mandatory.
- @. All contractors and subcontractors are responsible for their own means of communication

- DD. Contractors to follow construction path of travels only while working on campus. No deviations will be subject to removal. Access-ess points are severely limited and restricted due to miscellaneous events (i.e. Da#anese "dult School on Saturdays and Gamers )arket on Sundays). Protectin\* sta!!% students% and communit members is of utmost #riorit .
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DD.- AcAn #("d3" 2 "n\$ \* A) )(ica+i(i\$9. The Contractor acknowledges that (i) the District has determined that the Project is essential to facilitate the District's #ur#oses and must% therefore% be undertaken and completed as an essential \*overnmental !unction; (ii) the Project ma be undertaken at a time when a #ublic health concerns still e\$ist with res#ect to the virus that causes C>E(D-1J% and it is #resent! uncertain when these #ublic health concerns will end; (iii) state and local \*overnmental #ublic health and other o!!icials (FPublic >!!icials) have issued mandator \*uidance and orders establishin\* sa!et and other re ,uirements relatin\* to C>E(D-1J (FC>E(D-1J >rders) that ma be a##licable to the Project; and (iv) the #ossibilit e\$ists that% durin\* the course of the Project% Public >!!icials ma modifi % su#ersede% and-or issue additional C>E(D-1J >rders a##licable to the Project. Without limitin\* the !ore\*oin\*% Public >!!icials ma include% amon\* others% cit and-or count #ublic health o!!icials% cit and-or count buildin\* de#artment o!!icials% and state and-or !ederal >ccu#ational Sa!et and Cealth " dministration o!!icials.

DD.I R"1'i!"d C 2 )(ianc". The Contractor acknowledges and agrees that (i) as between the Contractor and the District% the Contractor shall be sole res#onsible !or !ull and satisfactor com#liance with all a##licable C>E(D-1J >rders% with res#ect to an and all em#lo ees of the Contractor and its Subcontractors% as well as an and all others who #er!orm an ol the 0ork or who are #resent on or at the Project Site in connection with the #er!ormance of the 0ork; (ii) the Contractor shall com#l with an and all other C>E(D-1J-related #olicies and directives a##licable to the 0ork% the Project% and-or the Project Site% as im#lemented b the District or an #roject mana\*er% construction mana\*er% su#ervisor% or other authori7ed #erson; and (iii) the com#ensation s#eci!ied in this " \*reement shall be

) a force =vent; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required to accommodate the force =vent; (iii) the nonperforming Party shall proceed with reasonable diligence to remedy its inability to perform and shall provide reasonable periodic progress reports to the other Party describing actions taken in an effort to mitigate the effects of the force =vent; and (iv) the nonperforming Party shall resume its performance as soon as reasonably possible and shall give written notice to the other Party of its intent and the date it will resume performance.

EE.3 E.J. "n&i n \* Ti 2 ". (In the event a Party is unable to timely perform its obligations as a result of a force =vent as defined above, then (i) except as the Parties may agree in writing, the agreement shall continue in full force and effect unless terminated in accordance with its provisions; and (ii) as an exclusive remedy and subject to compliance with the other provisions in this Section 2+, the time for performance of those obligations by the nonperforming Party (and any related obligations of the other Party) shall be extended by a reasonable number of days but in no event by more than the number of days the force =vent precluded performance by the nonperforming Party of its obligations.

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- G. Failure to order materials in a timely manner;
- H. Failure to prepare deferred-approval items or shop drawings in a timely manner;
- I. Failure to comply with Division Contractor's schedule which would result in a delay to the critical path;
- J. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 100 et seq., .

If the Division Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails (within a forty-eight (48) hour 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 1.1. After providing forty-eight (48) hour written notice to Division 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 Division 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 Division Contractor. If payments then or thereafter due the Division Contractor are not sufficient to cover such amounts, the Division Contractor shall make the difference to the District.

C. C





- H. "Alcoholic beverages are prohibited from being brought on or consumed on any portion of the >owner's property .
  - I. The use of any tobacco products on the >owner's property is strictly prohibited.
  - J. "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. Weapons, accessories or personal grooming articles with slits, rips, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances that are prohibited to minors will not be allowed.
  - c. Tank top, mid-dri-fit 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 or 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 premises.

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

Each Division Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safety barriers for safety and protection, including posting danger signs and other warnings against hazards from utility safety regulations, and notify owners and users of adjacent sites and utilities. Division Contractors shall also as necessary relocate such safety barriers to maintain safety of travel for staff and students. Division Contractors shall also provide maps showing such relocations and timing of them. Upon written notice of deficiencies in safety barriers, Division Contractors shall immediately remedy such a hazard. The District shall have the right to remedy such a hazard within 24 hours of written notice to the Contractor and forwarding a deductive change order for the cost of the remedy.

#### G. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 10422 or any amendments thereto, all books, records, and files of the District, the Division Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Division Contractor shall reserve and cause to be reserved such books, records, and files for the audit period.

PROJECT WARRANT  
FOR THE FOLLOWING SPECIFICATION(S) & SCOPE OF WORK

Description of the work warranted by this contractor \_\_\_\_\_

Drawings sheets describing the work warranted by this contractor \_\_\_\_\_

Specification sections describing the work warranted by this contractor \_\_\_\_\_

We, the undersigned, do hereby warrant and guarantee that the portion of the work described above which we have provided for

**EL MONTE UNION HIGH SCHOOL DISTRICT  
SOUTH EL MONTE HIGH SCHOOL MODERNIZATION**

is in accordance with the Contract Documents and that all such work as installed will fulfill or exceed all minimum warranty requirements. We agree to re-