



EL MONTE UNION HIGH SCHOOL DISTRICT  
3537 JOHNSON AVENUE  
EL MONTE, CA 91731

## **SPECIAL CONDITIONS**

BID NO. 2011-P12(2)  
ROSEMEAD HS BASKETBALL COURTS  
(BID PACKET SECTION 00730)

### **1.01 HAZARDOUS MATERIAL**

**1.02.1 Prior commencement of any demolition work The Contractor shall review and get familiar with the hazardous material report to be able to identify if hazardous materials are present on their way of work. If hazardous materials are present it shall be removed by licensed contractor register to perform asbestos and lead related work.**

**1.02.3 All painted and metal surfaces are to be considered as lead containing surfaces and handle accordingly by certified and trained personnel.**

**1.02.4 The Removal of hazard materials in occupied areas shall be restricted to weekends or days when school is not in session.**

### **1.02 SCOPE OF WORK SUMMARY.**

The following summary of work is not intended to include and describe every feature or item or to define the scope of work. It is expected that the contractor will visit the site of work and thoroughly familiarize himself with the conditions existing there. Failure on the part of the contractor to acquaint himself with the conditions attending the work will not be sufficient reason for any increase in contract price.

Work is to include but not be limited to the scope of work outline in the plans, sheets C1 and C2, bulletin # 77, sheets 2/A1.31, 1/A1.32, A1.00, SK-1, SK-2, SK-3, SK-4, SK-5, SK-6, SK-7, SK-8, ADSK-1, ADSK-2, and specification sections: 0275 Cement Concrete Paving, 02830 Chain Link Fences, 02320 Backfill and 02324 Trenching.

### 1.03 CONTRACT TIME.

**CONTRACTOR SHALL COMMENCE PERFORMANCE OF THE CONTRACT UPON THE DATE SPECIFIED IN THE NOTICE TO PROCEED AND SHALL FURNISH SUFFICIENT FORCES, FACILITIES AND MATERIALS, WORK SUCH HOURS, INCLUDING EXTRA SHIFTS, WEEKENDS AND OVERTIME OPERATIONS AT NO ADDITIONAL COST TO THE DISTRICT, SO AS TO FULLY PERFORM THE WORK IN FORTY-FIVE (45) CONSECUTIVE CALENDAR DAYS FROM THE CONSTRUCTION START DATE.**

- A. Substantial Completion of the Work.** The Work shall commenced on the date stated in the Notice to Proceed issue by the District or District's agent and shall be completed (Substantial Completion) **FORTY-FIVE (45) consecutive calendar days** from the commencement of the Work and in accordance with the Milestones dates as specified in Section 01000 Appendix "A" Phasing of the Work.

### 1.04 LIQUIDATED DAMAGES.

- A. Delayed Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Substantial Completion of the Work within the Contract Time as indicated in item 1.03.A, above. **Liquidated Damages shall be at the rate of \$ 1,000.00 per day until Substantial Completion of the Work is achieved.**
- B. Delayed Completion of Interim Milestones.** The per day assessment of Liquidated Damages for delayed Final Completion of each of the Interim Milestone Work Segments is **\$ 500.00 per day** per delayed Interim Milestone. Refer to Section 00600-Apexix "A" Milestones schedule
- C. Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Final Completion of the Work in accordance with the Contract Documents. **Liquidated Damages shall be at the rate of \$ 1,000.00 per day until Final Completion of the Work is achieved.**
- D. Cumulative Assessment of Liquidated Damages.** If the Contractor fails to timely delivery the Submittals, fails to achieve Final Completion of the Work Segments as set forth herein, or fails to achieve Substantial or Final Completion of the Work, the Contractor shall be subject to assessment and withholding of Liquidated Damages in the amounts set forth above for each such portion of the Work which is not timely delivered or completed within the time allocated for each portion of the Work.

**1.05 INSURANCE**

**A. Insurance Provided By Contractor.** Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:

- 1. Workers Compensation Insurance**  
In accordance with limits established by law.
- 2. Employers Liability Insurance:** \$1,000,000
- 3. Commercial General Liability Insurance**  
Per Occurrence \$1,000,000  
Aggregate \$2,000,000
- 4. Automobile Liability Insurance** \$1,000,000
- 5. Builders Risk Insurance**  
In an amount equal to 110% of the original Contract Price.
- 6. Excess Products and Completed Operations** \$2,000,000

**B. Insurance Provided by Subcontractors.** Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

- 1. Workers Compensation Insurance**  
In accordance with limits established by law.
- 2. Employers Liability Insurance** \$1,000,000
- 3. Commercial General Liability Insurance**  
Per Occurrence \$1,000,000  
Aggregate \$2,000,000
- 4. Automobile Liability**  
Bodily Injury/Property Damage Per Occurrence \$1,000,000

**C. Additional Insured Endorsements**  
The contractor shall provide ISO additional insure endorsement CG2010 11 85 and CG2037 (complete operations) or substitute providing equivalent coverage.  
**Both forms are required for adequate coverage**

**D. Insurance Certificates Required Wording**

The additional Insured language shall include the following:

**“The El Monte Union High School District, its Board, officers, agents and employees are named additional insured.”**

The wording indicated above must be included in all ISO forms.

**1.06 DRAWINGS AND SPECIFICATIONS.**

The number of sets of the Drawings and Specifications, which the District will provide to the Contractor, pursuant to Article 2.1.3 of the General Conditions, is three (3) sets of reproducible specifications with plans. Additional copies may be obtained at reproduction cost.

**1.07 NUMBER OF CONTRACT DOCUMENTS.**

The number of executed copies of the Agreement is Four (4), the number of Performance Bonds and Payment Bonds required is Four (4).

**1.08 SITE EXAMINATION.** Before bidding on this work, the Contractor shall make a careful examination of the premises and existing equipment and services. By act of submitting a proposal from the work indicated in this contract, the Contractor shall deemed to have made such study and examination, and that he is familiar with and accepts all conditions at the site.

**1.09 Trenching**

- A. At the end of each working day, there shall be no open trench unless it is plated. When the backfilling of trenches and excavations can not be completed in the same day trench plates shall be required. The plates must extend beyond the edge of the trench wall to adequately support the traffic loads on it.
- B. Required access to buildings and parking shall be provided and maintain.
- C. All existing pipes within the trench zone and any other facilities adjacent to the trench shall be carefully supported and protected from damage as a result of the Contractor’s operations.

**1.10 Dust Palliation and Cleanup:**

- A. Contractor shall perform all work so as to avoid unnecessary inconvenience in the District Administration Facilities buildings.
- B. Cleanup and dust palliation shall be performed as required and all rubbish and

debris shall be disposed of frequently off district property.

- C. The contractor is responsible of dust control on and off the Project site. When Work operations produce dust the Project site and/or streets shall be sprinkled with water to minimize the generation of dust.
- D. The Contractor shall clean all soils and debris from construction vehicles and cover both earth and debris loads prior leaving the project site.
- E. Contractor shall, on a daily basis, clean all streets, parking and or public improvements with in the right of way of any and all debris, dirt, mud and/or other material attributable to operations of the Contractor.
- F. Covering and cleaning: Cover and protect the District's property remaining therein, included but not limited to boxes, carpet, books, desks, and equipment, as required to prevent soiling or damage by dust, dirt, water, fumes or otherwise as deemed adequate by the District.

**1.11 Cooperation.** Contract shall recognize that the District Administration will remain in operation during progress of the work. Contractor shall cooperate at all times with the administration to provide minimum inconvenience to District's employees and visitors on the site. Adequate notice shall be given to the administration of any interruption of utilities or services required for the proper completion of the work.

**1.12 Protection.**

- A. All existing improvements adjacent to work shall be protected from damage. Contractor shall exercise all required precautions necessary to protect District's property from damage. The contractor shall be responsible for and bear all expenses for any damage to District's property occasioned on account of operations under the contract.
- B. **Contractor shall provide temporary chain link fence with green windscreen , gates and barricades to protect work areas from outside job site limits, or as directed by the District. Such protection shall remain in place during the extent of this Contract, or otherwise directed by the District.**

**1.13 Special Clean-Up.** When Contractor is required to perform work in rooms or areas after regular working hours, in these rooms or areas, the following cleaning shall be done upon completion of work each day:

- A. Remove debris and unused materials
- B. Remove dust by vacuum cleaning, mopping and dusting with wet mops and rags, and other means so as to leave the surfaces of desks, and other furniture, floors, walls and other surfaces dry and dust free.

**1.14 Campus Site Designation for Staging Areas, Temporary Facilities and Parking:**

- A. The Contractor shall be responsible for installing and maintaining fencing and staging areas.
- B. Contractor shall provide temporary utilities, temporary sanitary facilities, temporary security fence with green windscreen, barricades, enclosures, temporary signs, storage units, chutes, hoist, scaffolds, railing, and other facilities or services as required.
- C. Prior to Application for Final Payment, Contractor shall remove all temporary facilities, utilities and equipment from the site. Contractor shall clean, repair and/or reconstruct, as necessary, the site so as to restore it to the condition as found at the point of Notice to Proceed.
- D. Contractor shall not use site restrooms or trash containers.
- E. Contractor's trash bins are to be covered with lids @ locked to prevent vandalism
- F. All contractor and subcontractors shall park off site unless otherwise approved by the District
- G. Contractor shall not block or obstruct intersections, traffic lanes, driveways or parking lot entrances.
- H. When moving equipment, Contractor to provide a Spatter and backup warning devices.
- I. The contractor shall be responsible for installing and maintaining temporary fencing with green windscreen. Temporary fencing shall be erected around construction and work areas or as directed by the district.

**1.15 Badges for Construction Related Work.**

- A. The Contractor shall provide identification Badges and vest for all employees and subcontractors working in the project.
- B. Identification shall include the Name of Construction Company, the Name of the Project, Name and Picture of person and title.
- C. Guest Budes shall include the Name of the Construction Company, the Name of the Project and the word "Guest"

**1.16 UTILITIES**

- A. Utilities serving occupied portions of a building including Heating, Air Conditioning, Plumbing and Electrical shall not be disconnected or interrupted during regular school hours.
- B. Contractor shall notify District 72 hours in advance of interrupting any utilities including heating, Air Conditioning, Plumbing and Electrical.
- D. Contractor should provide temporary power for critical items such as: security,

lighting, HVAC, freezers, computer services, and Fire life safety if power down is required.

- E. Locate and identify utility, service and irrigation system components affected by work of this contract. Review existing record drawings, conduct site investigations, contact Underground Service Alert and other qualified cable/pipe/line locator services, and implement all other means necessary to define the location of underground systems. It is the Contractor's responsibility to verify the location and elevation of all existing utilities within the limits of excavation. Contractor shall include all costs associated with the investigation and location of underground utilities in their bids.
- F. All abandoned utilities should be properly terminated in underground utilities boxes.

#### **1.16.1.1 Landscape Repair**

Patch all grass areas damaged by construction vehicles and equipment. Re-sod the area to its previous condition or better under the direction of the District. Replace any sprinkler damaged by construction vehicles and areas affected by the performance of this contract.

#### **1.17 Security.** In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

- A. Locked Door Policy.** No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.
- B. Parking Facilities.** Any movement of vehicles on district property, including trucks and passenger vehicles for construction purposes, shall be approved by district authorities. Parking in parking lots, if required, shall be arranged in advance with proper authorities.

#### **1.18 Working Hours.**

- 1.18.1 The working hours for this Contract shall be 7:00 a.m. to 10:00 p.m.
- 1.18.2 Work hours are subject to standard construction hours per the Ordinance set by the City of Rosemead. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 4 Section 4.17.6.3).

- 1.18.3 **During performance of phase one work of this Contract, The school site will remain occupied.** Work outside buildings will be permitted during work hours, provided that they are not disruptive and safe access to and exits from buildings are maintained while students and office personal are on site temporary barriers shall be erected around construction and work areas.
- 1.18.4 If any work performed during school hours (7:00 a.m. to 3:00 p.m.) is found to be disruptive (as determined by the District), the contractor will be required to re-schedule subject work to occur during non-working hours and or weekends without any additional cost to the District.
- 1.18.5 If the school is in session all demolition activities shall be performed after school hours.
- 1.18.6 Alternate shift is defined as work performed after school hours, school hours are from 7:00 AM to 3:00 PM.

### **1.19 Mark-ups on Changes to the Work.**

In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead) and profit, shall not exceed **Fifteen Percent (15%)** of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.1 of the General Conditions. In addition, the mark-up shall include the actual, direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus **Ten Percent (10%)** of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.

### **1.20 Inclement Weather Days.**

Pursuant to Article 7 of the General Conditions, the number of Rain Days (including inclement weather) for this Contract is 3 days.

### **1.21 School Testing Days**

Contractor shall respect days devoted to SAT testing as well as other critical testing of the students by working an alternate shift on testing days so that no work is done during

testing time. The contractor will work on alternate shift during the testing period at no additional cost to the District.

## **1.22 Operational Constrains**

The Contractor is required to furnish all materials, labor, equipment, power, and maintenance to provide temporary power during power shutdowns. During the remodel and renovation project and for taps into existing feeders shutdown of feeders and services may be necessary. These shutdowns may have to occur after normal working hours and extended schedules and or weekend or holidays due to district activities to prevent interruption to critical operations. All shutdowns must be carefully coordinated with the district. Temporary power shall be provided to maintain services to critical loads such as computers, freezers, coolers, fire alarm, security, etc.

## **1.23 Power Switch Over Requirements**

In addition to any items, identified in the Contract Documents, the contractor shall provide the following to successfully accomplish any power over during the project.

- A. Provide a detail sequence of events identifying activities for scope of work, including durations and manpower for the scope of work. The contractor shall provide this sequence of events 6 weeks prior to this schedule work
- B. **Provide and maintain temporary power required to keep district facilities offices operational. Such items include but are not limited to computer servers, fire life and safety, server room A/C, irrigation controllers, security and F/A panels, freezers, coolers, interior and exterior lighting, Air conditioning etc.**
- C. Provide and maintain a minimum of three (3) small towable light towers for the period time that the power will not be in service
- D. Provide a minimum of one (1) licensed and bonded security guard on site during evening hours to patrol areas that are not on active security alarm system.
- E. Provide a minimum of (1) fire watch to patrol areas that are not on active fire alarm system.

## **1.24 District's Project Manager.**

The District's Project Manager is Wilson Vasconez; Phone 626-390-6555.

**END OF SECTION**