

SPECIAL CONDITIONS

Application of Special Conditions. These Special Conditions form a part of the Contract for the Work generally described as: **SBSD District Office Building H Improvements**. These Special Conditions supplement and/or modify certain provisions of the General Conditions. Where any Article or portion in the General Conditions is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written.

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract for the Work generally described as: **SBSD District Office Building H Improvements**

2. **Scope of work** to include, but is not limited to:
SBSD District Office Building H Improvements: THE SCOPE OF THE PROJECT CONSIST OF INTERIOR AND EXTERIOR IMPROVEMENTS TO BUILDING “H” TO CREATE NEW OFFICE SPACE FOR THE MAINTENANCE & OPERATIONS (M&O) AND CHILD NUTRITION SERVICES (CNS) STAFF AND RELATED SITE IMPROVEMENTS.

3. **Submittals/Deliverables:** Contractor must submit submittals or other documents required under the Contract Documents including, but not limited to, schedule of values, payment applications, shop drawings, submittals, samples, as-built documents, close-out documents, City forms, warranties, manuals, RFI’s, daily reports, meeting minutes, etc. Such documents shall be provided the Contractor to allow the District to obtain state funding or other funding for each school site, as well as close-out and certification. The District, in its sole discretion, may waive this requirement for specific documents or submittal in writing. The Contractor is only required to provide schedules as required by the Contract Documents that includes all work for the entire Project.

4. **Allowances:** The following allowances are in addition to the scope of the Work as defined in the Contract. The Contractor’s total bid amount (refer to Bid Form), includes all Allowances noted below. Allowances are for the use of the District only.

List of Allowances

Item	Description	Amount (\$)
1	District’s Allowance	\$75,000.00
<i>Total Allowances:</i>		\$75,000.00

The District may utilize, in its sole discretion, the above Allowances up to the total amount during the course of construction by issuing a Work Order(s) to the CONTRACTOR. Upon incorporation of the Work described in each Work Order, the CONTRACTOR will be paid out of the Allowance fund as a line item included in the Contractor’s payment application.

Allowance cost amounts noted above include all costs of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect Project costs associated with performing any Work covered or paid by an Allowance. Contractor shall be permitted to charge

only its direct costs to perform the Work under an Allowance, as indicated through documentation approved by the District. Allowances shall be listed as a separate line item when submitting the schedule of values. Any mark ups over the amounts listed on the schedule of values will not be allowed. Any remaining Allowance balance available at the completion of the Project shall be credited to the District by a deductive change order. Contractor shall not deduct any costs including, but not limited to, bond costs, overhead and profit or other indirect costs when returning any unused Allowance amount to the District.

5. Project/Document Management Software.

5.1 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.

5.2 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.

6. Security. In addition to the security requirements set forth elsewhere in the Contract, the Contractor must adhere to the following at each school site:

7.1 Keys. The CONTRACTOR'S site supervisor of the Work will be issued a key for that site at the beginning of the Work. The key must not be duplicated, and the CONTRACTOR is responsible for returning the key to the District when the Work at the site is complete.

7.2 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.

7.3 Contractor is responsible for site security for all items stored on site, in staging areas or in classrooms 24 hours per day seven days per week until completion of the project.

7. Hours of work. All construction and delivery activities shall be restricted to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays, or as otherwise modified or amended.

8. Project Manager. The District's Project Manager is TELACU Construction Management (TCM). All project correspondence shall be routed through the Project Manager, Attention: Tim Spencer unless otherwise directed. Phone: (714) 474-6639 email: tspencer@telacu.com.

9. CONSTRUCTION SCHEDULE

Project Phasing. All work to be completed in one Phase.

SBSD District Office Building H Special Conditions

9.1 PERFORMANCE REQUIREMENTS

- 9.1.1** All of CONTRACTOR'S schedules shall comply with the baseline and milestones as indicated in the "Master Schedule", which milestones shall be incorporated into the Baseline Schedule, Project Schedule and any other schedules required by the Contract Documents.
- 9.1.2** Ensure adequate scheduling during construction activities so Work may be performed in an orderly and expeditious manner within stipulated Contract Time.
- 9.1.3** Ensure coordination of CONTRACTOR and SUBCONTRACTOR at all levels.
- 9.1.4** Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of products, materials and equipment.
- 9.1.5** Monitor progress of Work.

9.2 CONSTRUCTION SCHEDULE

- 9.2.1** CONTRACTOR shall develop and submit a Baseline Schedule as required by the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Contractor's intended sequencing of the Work, and with time scaled network diagrams of activities. The Baseline Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
- 9.2.2** Weekly schedule updates will be required to be submitted to the DISTRICT starting upon the release of the Notice to Proceed. Weekly updates must be approved by the DISTRICT and presented to the project team at the weekly construction meeting. Should the weekly schedule fall behind the Milestone Schedule in Exhibit A the CONTRACTOR shall work at its own cost additional hours and/or shifts to bring the weekly schedule back in line with the Milestone Schedule. Additional hours and/or shift shall include but not limited to daily overtime, Saturday shifts and Sunday shifts.

10. TEMPORARY FACILITIES AND CONTROLS

10.1 LOGISTICS PLAN

- 10.1.1** CONTRACTOR shall provide to the DISTRICT for prior approval the CONTRACTOR'S mobilization and logistics plan for the Site which shall include, at a minimum, the provisions herein.

10.2 TEMPORARY UTILITIES

10.2.1 Sanitary Facilities

- 1 CONTRACTOR shall not utilize any existing sanitary facilities on site. CONTRACTOR shall provide Temporary Sanitary Facilities in accordance with OSHA requirements for all workers.

10.3 BARRIERS AND ENCLOSURES

10.3.1 CONTRACTOR shall obtain DISTRICT written permission for locations and types of temporary barriers and enclosures prior to their installation.

10.4 PUBLICITY RELEASES

10.4.1 CONTRACTOR shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s). CONTRACTOR shall not bring anyone onto the project site during or after construction for the purpose of publicity or marketing without prior written permission of the District.

11. SITE STANDARDS

11.1 REQUIREMENTS OF THE DISTRICT

11.1.1 Drug-Free Schools and Safety Requirements:

- 1 No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, CONTRACTOR-owned vehicles or vehicles owned by others while on DISTRICT property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 2 CONTRACTOR shall post: "Non-Smoking Area" in a highly visible location on Site. CONTRACTOR may designate a smoking area outside of DISTRICT property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.
- 3 CONTRACTOR shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

11.1.2 Language:

- 1 Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

11.1.3 Disturbing the Peace (Noise and Lighting):

- 1 CONTRACTOR shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 2 DISTRICT reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.
- 3 If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

11.1.4 Traffic:

- 1 Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require. Contractor shall not have any

deliveries to the Project during the hour before school begins at the Site and during the half hour after school ends at the Site without prior written permission from the CONSTRUCTION MANAGER or the DISTRICT.

2 All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by DISTRICT in advance.

3 DISTRICT shall designate a construction entry to the Site. If CONTRACTOR requests, DISTRICT determines it is required, and to the extent possible, DISTRICT shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with DISTRICT and at CONTRACTOR'S expense.

4 Parking areas shall be reviewed and approved by DISTRICT in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

11.1.5 Site Cleanness: The site shall at all time be clean of excess materials and construction debris. At the end of each work day the contractor shall leave the site in broom swept condition free of all construction debris.

12. Pay applications. The Schedule of Values cost breakdown to be itemized as described in the Special Provisions.

END OF DOCUMENT