



ARTICLE 16: SPECIAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

A. ALLOWANCES:

\$50,000 for total project (all sites)- for *unforeseen plumbing and underground issues* with existing systems and supporting structures. Unforeseen conditions must be inspected by both Contractor and District. Any condition which is deemed to be unforeseen will be agreed upon in scope of work and cost before work can proceed. Allowance cost, though use of an ICD form (see Section B below), shall be approved prior to the commencement of any change work. Allowance will be carried on a separate line item in the payment application and its use is at the sole discretion of the District. Any unused allowances will be returned at the end of the project as a deductive change order.

C. IMMEDIATE CHANGE DIRECTIVE FORM

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the District and signed by the District (and CM if there is a CM on the Project), directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. **CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.**

District

KITCHEN MAINTENANCE REPAIRS Bid #2324-05

Special Conditions
Westminster School District



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SUPPLEMENTAL CONDITIONS

D. Baseline Construction Schedule – *ALL INFORMATION PRESENTED IS FOR FURTHER CLARIFICATION AND DOES NOT ALLEVIATE SCHEDULE REQUIREMENTS SET FORTH IN THE SPECIFICATIONS AND CONTRACT DOCUMENTS.*

- a. The Baseline Schedule **MUST BE APPROVED** by the District prior to construction beginning. Failure to do so will result in a delay to the contractor and potential subsequent monetary delay costs.
- b. Baseline schedule to incorporate the phasing plan for each site.
- c. **Time of the Essence** – Work to be completed during the summer of 2024 and signed off by the District prior to the start of the school year 2024-25 (August 21, 2024).
- d. Each payment application shall be tied to an updated and current schedule. Failure to do so could result in the delay of payment.
- e. **Contractor shall submit the Schedule of Values (SOV) to the District within 10 days of award for review and approval.** The SOV task items can be adjusted to reflect actual cost of work at any time in case any portion of the work appears to be front loaded.
- f. Schedule of Values shall be printed on District's approved formatted Payment Application.
- g. Schedule of Values is required to use Schedule Activities from the Baseline Construction Schedule. Activity Items are required to be broken down with separate line items at a minimum of the following as applicable:
 - i. Each Scope of Work separated by Material/Labor
 - ii. Grading – Site Grading Labor/Material, Rough Grading Labor/Material, Finish Grading Labor/Material
 - iii. Electrical – Site Labor/Material, Rough-In Labor/Material, Finish Labor/Material, Commissioning Labor/Material
 - iv. Plumbing – Site Labor/Material, Rough-In Labor/Material, Finish Labor/Material, Commissioning Labor/Material
 - v. Mechanical - Rough-In Labor/Material, Finish Labor/Material, Air Balance/Commissioning Labor/Material
 - vi. General Contractor Overhead and Profit
 - vii. Bonds/Insurance

KITCHEN MAINTENANCE REPAIRS Bid #2425-02

Special Conditions

Westminster School District



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- viii. General Contractor Supervision
- ix. Mobilization
- x. Monthly Temporary Facilities Cost

E. Payment Application Requirements

- a. Contractor shall submit a draft Pay Application to the District by the third week of the month after completed construction progress. Work shall be forecast to the end of the month.
- b. Draft Payment Application to be reviewed/approved by the District.
- c. Payment Applications shall be printed on AIA Forms G702 and G703 with space allocated for the following signatures:
 - i. General Contractor
 - ii. District’s Executive Director of Facilities Planning, Maintenance & Operations
 - iii. Assistant Superintendent, Business Services

Contractor shall submit three (3) notarized, fully executed, hard copies of Payment Applications to the District
- d. **Requirements for Payment Applications:**
 - i. Three (3), notarized, hard copies
 - ii. Payment Applications must include all Conditional and Unconditional Releases.
 - iii. Certified Payroll
 - iv. Updated Baseline Construction Schedule

Additional Requirements for First Payment Application:

 - v. Approved Baseline Construction Schedule
 - vi. Approved Schedule of Values
 - vii. Approved Site Logistics Plan
 - viii. General Contractor and Subcontractor Contact List
 - ix. General Contractor’s Safety Plan or I.I.P.P.
 - x. Approved Hourly Labor Rates

Additional Requirements for Final Payment Application

 - xi. Closeout Materials and Warranties
 - xii. Completed As-Builts
 - xiii.No Asbestos Containing Materials Certification
 - xiv. Notice of Completion



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F. Changes and Additional Work - Initiation of a Change – Contractor shall follow procedures set forth in the Contract Documents prior to commencing additional work.

- a. Contractor is required to obtain written approval from the District Executive Director of Facilities Planning, Maintenance & Operations and prior to commencing any work resulting in additional cost or additional time. Change Order Requests for additional work performed without written approval will not be reviewed.
- b. Project Inspector, unauthorized District staff, and other third parties are **NOT** able to approve change work.
- c. Contractor shall provide a proposal with reasonable pricing to the District within 5 days of receipt of Request for Proposal.
- d. Contractor is required to break down all work orders by labor and material.
 - i. Labor Rates used for work orders shall be directly representative of the most recent General Prevailing Wage Journeyman Determinations.
 - ii. Costs for additional materials must include current quotes or invoices with appropriate tax applied.
 - iii. Equipment Rental charges must include current quotes or invoices with appropriate tax applied.
- e. **Change Orders** – If applicable, at the end of each month, all potential change orders are compiled into a single Change Order, signed by all parties, and submitted with the Payment Application.
 - i. Unilateral Change Orders – The District reserves the right to order changes in the work without invalidating the contract when a potential change order cannot be obtained due to limited time or disagreement between parties with regard to associated changes in the contract sum or contract time. As such, the District will issue a Immediate Change Directive (ICD) requiring the Contractor to perform the work specified with the District obligated to pay for reasonable expenditures. Upon receipt of a District initiated ICD, the Contractor shall promptly proceed with the change in the work and advise the District of agreement or disagreement with the method for determining the proposed adjustment in respect to Contract Sum or Contract Time.
 - ii. The Contractor shall maintain and present, in such form as the District may prescribe, an itemized accounting with appropriate supporting data.



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G. Project Site Requirements

- a. **Site Logistics** - Contractor is required to submit a Site Logistics Plan within **10 days** of award. Logistics Plan shall mirror the District Logistics Plan (DLP) issued and includes the following:
 - i. Project Fencing
 1. All fencing for project requires a vision screen to limit visibility and limit possible distraction for students.
 2. Fencing must meet minimum aesthetic requirements to meet surrounding Housing Development standards.
 - ii. Delivery Access
 1. Logistics plan is to detail route for equipment and material deliveries.
 2. Laydown Area
 - iii. Area to stockpile, store materials or store debris before haul off.
 - iv. Parking Areas for Contractor and Subcontractors – Contractor and Subcontractors must park within construction fence. **Parking on the street is not permitted.**
- b. **Contractor shall coordinate with the Construction Manager for all deliveries, prior to being scheduled.** Contractor must not have any deliveries before 8am M-F and after 4pm M-F. Contractors must ensure that they are not prohibiting the use of the joint parking lot area and must keep that area clear and free of idling trucks, parked trucks, and any deliveries. All deliveries must take place on site and the trucks must pull into the site to off load their delivery. Delivery times are subject to change at the discretion of the District and the Construction Manager.
- c. Contractor is **not** responsible for the general maintenance of perimeter landscaping.
- d. Contractor shall provide at a minimum, weekly Street Sweeping and Cleaning of curbs, gutters, school parking lots located on and around the perimeter of the school (if necessary)
- e. Contractor shall use exceptional site housekeeping to maintain the standards of the surrounding Residential area **daily** or more frequent as directed by the District.
- f. Contractor shall provide and maintain project fence and windscreen.
- g. There shall be no limit of fence moves, nor any cost to the District to move the fence as needed or requested.



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- h. Project site and all laydown areas to be kept free of graffiti and vandalism throughout the entire project duration. Contractor holds responsibility for replacement and cost of windscreen if damaged by graffiti or severe weather conditions.

H. Noise Control

- a. Contractor shall comply with noise control measures.
- b. Contractor to Coordinate with District Maintenance and Operations staff to accommodate noise reduction requests during school activities (e.i standardized testing, etc.).

I. Material and Equipment Deliveries

- a. Contractor shall schedule all material and equipment deliveries to avoid peak student, pedestrian and vehicular traffic periods.
- b. Contractor shall provide a flag man to walk any and all vehicles that are required to drive near students, pedestrians or on the school site.
- c. Trucking and haul routes to be approved by agency commanding jurisdiction and if required, paid by contractor.

J. General Project Bidding Requirements and MILESTONES

Mandatory Job Walk: November 12, 2024, starting at Land Early Learning Center, 15151 Temple Street, Westminster, CA 92683 and to continue to 4 other schools

- a.
- b. Final RFI due by 5pm on or before November 26, 2024
- c. Bid Opening: December 5, 2024 at 2:00 pm @ District Office, 14121 Cedarwood Street, Westminster, CA 92688
- d. Tentative Board Approval Date: December 19, 2024
- e. Notice of Award: December 20, 2024
- f. NTP Issued: December 26, 2024 (signed contract, insurance certs, bonds pulled)



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- i. A Notice to Proceed (NTP) applies to prioritized activities before start of building construction,
 - 1. Administration requirements
 - 2. Construction fence installation
 - 3. Construction of the delivery access road with SWPP measures
 - 4. Begin Submittals, Saw cutting, Selective Demolition, Fencing, Exploration, Potholing, Utilities layout and planning.
 - 5. Construction trailers mobilization (including utility connections and amenities)
- ii. Construction Start Date – December 27, 2024
- iii. Construction End Date (punch list complete): March 27, 2024

- g. Work Days
 - i. Monday – Saturday (Saturday work requests must be at least 24 hours in advance)

- h. Work Hours
 - i. 7AM-5PM or in accordance with City requirements

K. Add Alternates and Basis of Award

- a. Contract Time for Add Alternate Sites (Finley, Schmitt and Sequoia) – PLEASE NOTE: The base bid for the 5 contracted sites (Anderson, DeMille, Eastwood, Land and Webber) will be the Basis of Award for Bid 2024/25-02. If the Add Alternate locations are selected, an additional 75 days will be added onto the contract time. The three Add Alternate sites will not be completed until after the initial project is completed within the 90-day contract time.

End of Special Conditions