



Business Department - Facilities Development and Planning
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SUPPLEMENTAL CONDITIONS

FOR THE

LONG BEACH UNIFIED SCHOOL DISTRICT

FOR

RFP No. 1819019

JORDAN HS

RENOVATION OF

ADMINISTRATION BLDG 100

&

LIBRARY BLDG 400

(PHASE 2A)

- A. Scope of Work:**
Provide all labor, materials and equipment for the renovation of the Administration Building 100 & Library Building 400 and associated work at Jordan High School.
- B. Project Duration:**
The work shall commence on the date stated in the District's Notice to Proceed to the Contractor and shall have **project completion within two hundred eighty five (285) consecutive calendar days** from the Notice to Proceed to Contractor (see section 15 of the General Conditions).
- C. Liquidated Damages:**
In accordance with section 16 of the General Conditions, failure of the Contractor to complete the work within the timeline provided in Paragraph B above may result in damages, including but not limited to the assessment of liquidated damages at a rate of **TWO THOUSAND DOLLARS (\$2,000.00) per calendar day.**
- D. Construction Schedule:**
Contractor shall submit critical path method (CPM) schedule showing task durations within the start and completion timeframe for the project.

Requirements and Critical Path/Milestones:

1. Due to ongoing construction at the existing Band Building and northwest parking lot, construction at the Administration Building 100, parking lot improvements and associated site work will not be allowed during the following times:
 - a. Date of Notice to Proceed – January 4, 2019
 2. Administration Building 100 must be completed by July 31, 2019, including **all** punchlist items.
- E. Working Hours:**
It is the Contractors responsibility to verify the working hours allowed with the City where the Work is to be performed.
- F. Award:**
The District will issue a single contract with a completion date as indicated above. The project is to be awarded based on the District's "best value" evaluation per the RFP.
- G. School/Holiday Calendar:**

Veteran's Day	November 12, 2018
Thanksgiving Recess	November 19, 2018 – November 23, 2018
Thanksgiving	November 22, 2018 – November 23, 2018
Winter Recess	December 24, 2018 – January 4, 2019
Christmas	December 24, 2018 – December 25, 2018
New Year's Day	January 1, 2019
MLK Jr Day	January 21, 2019
Lincoln's Day	February 11, 2019
Washington Day	February 18, 2019
Admission Day	April 19, 2019

Spring Recess	April 22, 2019 – April 26, 2019
Memorial Day	May 27, 2019
Last Day of School	June 13, 2019
Summer Recess	June 14, 2019 – August 27, 2019
First Day of School	August 28, 2019

H. District Allowance:

Your GMP proposal must include the following allowance amounts:

- a. Export of Unforeseen Hazardous and/or Non-Hazardous Spoils and Unforeseen abatement, as needed.
Allowance Amount: \$100,000
- b. Replacement of Existing Exterior Plaster, as needed. It shall include but not limited to demolition and disposal of the existing plaster and replacement of the plaster system (exterior sheathing, Tyvek, building paper, lath, and 3-coat plaster system as well as adding new flashing).
Allowance Amount: \$300,000
- c. Data/Power Installation at Cafeteria Bldg 250, as required for Administration relocation. This work to be completed after hours of school operation and shall be complete no later than 12/14/18.
Allowance Amount: \$20,000

If any part of the allowance remains unused, a credit change order will be processed at the appropriate time to deduct 100% of the value of any remaining allowance, including the contractor markup of the remaining funds, from the contract. No mark-ups shall be allowed by the Contractor as it relates to the allowances. Any mark-ups by subcontractors for approved work to be paid through the allowances shall be in accordance with Section 17 of the General Conditions. Contractor is not entitled to draw against this allowance without prior written approval from the District Representative.

Prior to the use of the Allowance, Contractor must submit a written request, which will include the total amount, without overhead and markup, and all substantiating and/or required documentation to the District Representative for review. Contractor will not be allowed to start any requested work without receiving written approval from the District.

Allowances shall be listed separately in the Schedule of Values and on the Application for Payment.

I. Bond Requirements:

- a. Payment Bond (Material and Labormans) to be 100% of the GMP amount.
- b. Performance Bond to be 100% of the GMP amount.

J. This project is subject to the District’s Owner Controlled Insurance Program (OCIP).

Contractor and their Subcontractors of all tiers will be required to have an Experience Modification Rating (EMR) of 1.24 or less at the time of enrollment into the OCIP. It is the contractor’s responsibility to ensure that it and all its known Subcontractors meet the EMR requirements. By submitting a GMP for this project, Contractors and its Subcontractors agree to accept and enroll in the OCIP.

The insurance coverages are limited and the Contractor and all Subcontractors may need to purchase additional insurance coverage, as necessary, to protect them from any liability arising out of this contract. The expenses for additional insurance are the responsibility of the Contractor and its Subcontractors.

The Contractor and Subcontractors are required to meet all requirements of the OCIP as noted in the LBUSD OCIP Manual and LBUSD Safety Standards included with the contract documents.

K. Contractor Documents:

Successful Contractor shall not start work until all contract documents have been received by the District, AND the Notice to Proceed has been issued. All agreements, bonds, and insurance certificates must be submitted to the District within five (5) calendar days of written request.

L. Copies:

The Contractor awarded the project will be furnished one (1) full-sized and an electronic set of drawings and specifications free of charge.

M. Contractor's Responsibilities:

1. Contractor is responsible for the receipt and offloading of all deliveries of all materials and tools to the jobsite. Deliveries will not be permitted on school days during drop-off and pick-up of students.
2. Contractor to be responsible for all measurements for any and all work requested in this bid.
3. Contractor shall submit to the District Representative a Request for Shutdown on the approved form for all utility shutdowns a minimum of 40 hours in advance.
4. Contractor is responsible for coordination of work, deliveries, and all logistics where phase 2A interfaces with ongoing construction. See "JHS_Construction Phasing Plan 2A".

N. Keys:

If required, the District will issue a set of keys for the site(s) for the Contractor. If the keys are lost, stole, misplaced, or not returned to the District, the Contractor will be responsible and liable for all costs associated with rekeying the site(s) and will be paid with funds from the Contractor's payment.

O. Hazardous Materials:

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by Section 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other

hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

a. Soil Remediation

- i. The contractor shall comply with all project documents – project manual, specifications, project plans, addenda, etc., including but not limited to applicable industry standards, best practices and statutes.
- ii. Testing and classification of soil will be done by the District Environmental Consultant, during the stockpiling stage, to determine the classification of the soil, and therefore the appropriate locations for disposal.
- iii. The following are acceptable waste disposal sites for non-hazardous and hazardous soil, for the CONTRACTOR's reference only:

Azusa Land Reclamation
1211 W. Gladstone
Azusa, CA 91702
626-224-9127 phone
626-334-3386 fax

BDC Special Waste Services
1211 W. Gladstone
Azusa, CA 91702
626-224-9128 phone
626-334-3386 fax

El Sobrante Landfill
10910 Dawson Cyn Rd.
Corona, CA 92883
951-277-1740 phone
951-277-1861 fax

Kettleman Hills Facility
Chemical Waste Management
P O Box 470
35251 Old Skyline Rd.
Kettleman City, CA 93239
559-386-9711 phone
559-386-6288 fax

Lancaster Landfill
600 E. Avenue "F"
Lancaster, CA 93535
661-726-3468 phone

McKittrick Waste Treatment Site
56533 Highway 58W
McKittrick, CA 93251
661-762-7366 phone
661-762-9707 fax

Palmdale Landfill
1200 W. City Ranch Rd.
Palmdale, CA 93551

661-947-7197 phone
661-274-4279 fax

Simi Valley Landfill
2801 N. Madera Rd.
Simi Valley, CA 93065
805-579-7267 phone
805-579-7482 fax

Arlington Chemical Waste Management
Oregon Facility
17629 Cedar Spring Lane
Arlington, OR 92812
602-437-3165 phone

Butterfield Station Landfill
Arizona Facilities
40404 S. 99th Avenue
Mobile, AZ 85239
602-437-3165 phone

Northwest Regional Landfill
19401 West Deer Valley Road
Surprise, AZ 85387
623-584-6065 phone

- iv. Import backfill material if required due to unsuitability of onsite materials. Obtain approval of all import bedding and/or backfill material prior to import operations. Import of bedding and/or backfill materials must meet import requirements of plans and specifications including soils report follow all requirements of the Long Beach Unified School District Environmental Regulations for importing or exporting of soils, aggregate, etc. as required in the Contract Documents.
- v. Adhere to specifications section 01 45 25 for export.

The CONTRACTOR/SUBCONTRACTOR is required to possess and maintain a CSLB HAZ and ASB certification for the duration of this project. All field personnel are required to possess and maintain Hazardous Waste Operations and Emergency Response (Hazwoper) certification.

END OF SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL CONDITIONS #2

- 1 **Application of Supplemental Conditions #2.** These Supplemental Conditions #2 are a part of the Contract Documents for the Project generally described as **JORDAN HS – RENOVATION OF ADMINISTRATION BLDGS 100 & LIBRARY BLDG 400 (PHASE 2A) RFP # 1819019**. Nothing contained in the Supplemental Conditions is intended to be, nor shall be deemed, District's assumption of construction means, methods, or sequences by the District, the Construction Manager, or the Architect, all of which remain the obligations of Contractor under the Contract Documents.

- 2 **Construction Manager.** The Construction Manager for all Bid Packages is McCarthy Building Companies, Inc. The Construction Manager is authorized to act on behalf of the District as set forth in the agreement between the Construction Manager and the District in the administration of the Contract Documents, in conjunction with the Architect, except that the observation of the Work shall be under the general responsible charge of the Architect. Notwithstanding any other provision of the Contract Documents and unless directed otherwise by the Construction Manager, all written and electronic communications required or permitted by the Contract Documents from Contractor to the District and/or the Architect shall be directed to the Construction Manager, as follows: **McCarthy Building Companies, Inc.**, 6500 Atlantic Ave., Long Beach, California, 90805.

- 3 **Site Verification.**
 - 3.1 Within ten (10) days after the date for commencement of the Work as set forth in the Notice to Proceed, the Contractor shall complete a review at the Site under the direction of the Construction Manager to verify that the Construction Documents are adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.

 - 3.2 Upon completion of the review set forth in this Paragraph, Contractor shall notify the Construction Manager of any discrepancies with the Contract Documents.

- 4 **Rain Day Impact Allowance.** For purposes of the Rainy Day Impact Allowance as noted in Facilities Lease section 1.9 Construction Schedule and General Conditions section 15.1, Inclement Weather Days are expected during the Contract Time for the Work of this construction Agreement. The expected number of Inclement Weather Days shall be 15 days.

- 5 Contractor shall observe the following Site limitations, in additions to other Site limitations set forth elsewhere in the Contract Documents:
 - 5.1 The Contractor shall avoid site deliveries between the hours of 7:00 – 8:30 am and 2:00 – 3:30 pm on school days. The District understands that this may not be possible during certain activities. These activities shall be scheduled through the Construction Manager 72 hours in advance to minimize disruptions.

 - 5.2 Utility interruptions at any District occupied building shall not be permitted during school hours.

 - 5.3 Use by the Contractor of the fire lanes is prohibited during school hours while school is in session.

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- 5.4 All deliveries and construction traffic shall use the existing construction access gates along Myrtle Avenue. Contractor to take necessary precautions to not damage existing/new site work.
 - 5.5 Vehicle and pedestrian access to the parking lot north of the Building 1100, Building 1200 and Building 1300 from Atlantic Ave. and Myrtle Ave. shall be available for District use at all times including, but not limited to school hours, holidays and weekends. Construction traffic, construction personnel and parking of construction vehicles is strictly prohibited.
 - 5.6 Follow local ordinances for hours permitted for outdoor construction work on the Project. Contractor shall obtain consent from Authorities Having Jurisdiction to perform the Work on other days or at other times.
 - 5.7 Contractor shall obtain permission from Construction Manager to perform work after normal work hours and on weekends. Contractor shall submit notice in written 72 hours in advance using the designated District request form.
 - 5.8 The Contractor is advised that the District prohibits noise activities that would disrupt Campus operations, between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday when school is in session.
 - 5.9 All construction equipment with a high noise generating potential, including all equipment powered by internal combustion engines, shall be muffled or controlled.
 - 5.10 All stationary noise generating equipment, such as compressors, shall be located as far as possible from existing classroom buildings.
 - 5.11 Machinery, including motors, shall be turned off when not in use; mobile equipment shall not be allowed to run idle near existing classroom buildings.
 - 5.12 Use of restroom facilities in any District facility is strictly prohibited at all times.
 - 5.13 Contractor shall perform its Work so as to keep the occupied buildings in service.
 - 5.14 Prior to the start of any Work to be performed within the Los Angeles County Sanitation Districts sewer easement, Contractor shall provide one week written notification to the Construction Manager.

6 Identification Badges.

- 6.1 In addition to the DOJ fingerprint verification requirements pursuant to the Contract Documents, the Contractor is required to provide Employee Identification Badges to clearly identify all employees of Contractor and subcontractor of each tier. Form of identification to be approved by the District. Contractor shall bear the cost to provide and maintain identification badges. Campus Security will immediately escort off site any individual failing to display the required identification.
- 6.2 No unlawful activity is permitted at the Site. The sale, use, or consumption of alcoholic beverages, tobacco products, and alternative smoking devices, such as vaporizers or electronic cigarettes, are not permitted at the Site. The identification badge of any

person conducting himself in a manner inconsistent with this Paragraph shall be revoked.

6.3 The Contractor's compliance with the requirements of this Paragraph and/or the District's enforcement of the requirements of this Paragraph shall not result in adjustment of the Contract Time or the Contract Price.

7 **Site Maintenance.** Contractor shall at all times shall keep Site free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of same offsite in a lawful manner.

8 **Progress Clean-up.**

8.1 Progress clean-up shall be in accordance with the other Contract Documents.

8.2 All construction debris, trash, etc. must be cleaned up, removed from the Site, and properly disposed of. Site clean-up shall be done on a daily basis.

8.3 The Contractor's compliance with the requirements of this Paragraph and/or the District's enforcement of the requirements of this Paragraph shall not result in adjustment of the Contract Time or the Contract Price.

8.4 The pavement and sidewalks around the site outside the construction fence shall be kept broom clean and free from construction related dirt and debris at all times.

9 **Existing Construction Offices (Portable Classrooms)**

9.1 The Work shall be performed in a phased manner to preserve the construction offices in their current locations until 30 days prior to Project Completion or a date authorized by the Construction Manager. At that time, the Contractor shall remove and properly dispose of one (1) designated 24'x40' portable classroom with conference room to perform the Work.

9.2 Contractor shall remove and reinstall access ramps and stairs as necessary to perform the Work.

10 **Site Work**

10.1 Contractor shall protect and maintain at all times power, sewer and domestic water to the existing Construction Manager and Inspector offices.

10.2 Upon conclusion of the work, Contractor shall remove all temporary construction water to the Site including above and below grade temporary domestic water lines, water standpipes and protection, hose bibs and valves. Cap water lines at the source. Contractor shall provide permanent hardscape and landscape repairs to match new construction.

10.3 Contractor shall remove temporary asphalt in the north parking lot prior to the placement of new permanent asphalt

10.4 Construction fencing (fixed and portable types), screening, and gate assemblies on

existing fencing provided by the District shall be maintained, repaired or replaced as necessary throughout the duration of the project. Contractor shall remove and neatly store fencing, screening and gates in a location determined by the Construction Manager upon completion of the project. The fencing, screen and gates shall be turned over in good working condition. Damaged materials are to be disposed of by the Contractor.

10.5 None of the screening and existing fencing and gates along Myrtle Ave shall be turned over to the District.

11 Demolition

11.1 Contractor shall perform demolition of hardscape leaving clean, sawcut edges at the limit of work.

11.2 Within fifteen (15) days of Notice to Proceed, Construction Manager will identify existing equipment and fixtures to be salvaged by the District. Contractor shall disconnect, protect, wrap and relocate salvage items to be turned over to the District.

11.3 The contents of Building 700 and Building 750 are to be removed and disposed of by Contractor.

11.4 Contractor shall electronically locate using ground penetrating radar and identify all underground utilities that connect to or interfere with the work of the current phase. Mark continuation of utilities outside of the work area. Review markings with the Construction Manager prior to the commencement of demolition activities.

12 Contractor is advised that the approved SWPPP is Risk Level 2. Contractor shall maintain SWPPP within the limits of temporary fencing where indicated in the Contract Documents. Contractor shall clean all roadways immediately and maintain dust control measures that eliminate fugitive dust from the surrounding neighborhoods.

13 Contractor shall be responsible for all mobilizations or move-ins as required to accomplish the specified work of the project.

14 In the event the Contractor desires to remove or relocate any or all of the fence prior to final acceptance, it shall not be done without prior approval of the District or the Construction Manager and may require re-installation at the conclusion of the Contractor's Work. Request for approval to relocate fence shall be accompanied by a plan showing the proposed revision. Approval may be granted for reasonable requests that address traffic, public safety, and accessibility concerns.

15 When necessary, the Contractor shall utilize flagmen and traffic control equipment and take appropriate measures to ensure public safety.

16 The work shall be contained within the boundaries established by the Contract Documents. The Contractor shall secure the perimeter of the work site and lay-down area. Gates shall be locked when the Contractor is not working on the Site.

17 Emergency access to the work area shall be maintained AT ALL TIMES. The District will include its padlock on all chains securing the gates into and out of the work site.

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- 18 At no time shall the Contractor hoist over or place any materials onto an existing school building, school roadway or walkway while occupied by students, faculty, or other District personnel.
 - 19 The Contractor is advised that on-site parking is limited and may not be available for all of the Contractor's employees. On-site construction parking will only be permitted in accordance with the OCIP. The Contractor may use any legal street parking. Parking at other areas on District property shall not be permitted without prior written approval from the District.

END OF SUPPLEMENTAL CONDITIONS #2