



SPECIAL CONDITIONS
Project No. 2021-01-PT

These Special Conditions are a part of the Contract Documents for the Work generally described as: **Pinetree Community School Improvements, Project No. 2021-01-PT, Construction of Student Support Center, Repurposing of the School Office as Primary Grade Classrooms and Related Site Improvements, Canyon Country, CA.**

- 11 Material and equipment deliveries shall be coordinated with school site staff so as not to interfere with drop off and pick up activities in the morning and afternoon when school is in session.
- 12 During the course of construction, the campus will be occupied by students, staff and parents when school is in session. Contractor to establish safety protocols and barrier plan to be submitted for approval prior to the start of construction.
- 13 **Sound Attenuation**

At present, the campus is active. Contractor will be required to coordinate all activities that will disrupt the school learning environment with the District representative. ***No work will be performed during academic testing, State testing or other periods designated by the District.*** Contractor will locate noisy construction activities away from these areas of the construction site. Work that is hazardous, noisy, or that causes vibration may not be performed in the buildings or on the site during school hours, without written approval from the District Representative. This includes but is not limited to the following work activities:

- A. Haz-Mat Abatement;
- B. Concrete bushing, chipping, grinding, jack hammering;
- C. The use of Powder-Actuated Tools (PAT's);
- D. Floor grinding to remove adhesive;
- E. Chemicals used in quantities that cause excessive odor and cannot be effectively ventilated. As determined by the District Representative;
- F. Wall tile removal. Hand scraping or chipping may be acceptable as approved by the District Representative;
- G. Electric Tile Cutter, may be used if isolated in a temporary sound deadening room constructed by the contractor as approved by the Owners Representative;
- H. Large impact drills for use in concrete. Smaller Bulldog type impact drills for ¼" holes or less may be acceptable;
- I. Operation of cranes in occupied areas, including drilling rigs, and concrete pump trucks unless the occupants can be sufficiently isolated from the "swing zone";
- J. Chop Saws for metal studs or other metal cutting. These may be used if isolated in a temporary sound deadening room constructed by the contractor as approved by the Owner's

- representative;
- K. The use of abrasive or “hot” saws to cut steel decking; and,
- L. Earthwork compaction, including the operation of vibratory compaction equipment.

14 School Calendar/School Day.

Contractor shall take note of the District’s school calendar. The Summer period begins on June 11, 2020. **The school starts in the Fall of 2020 on August 10th.** The School is closed for the remainder of the academic year. The Work of this project must take into account that the site may be occupied by staff.

Work on weekends, evenings or holidays may be required to meet the project phasing schedules. Provide 72 hours notification to the District representative to ensure necessary inspections, monitoring, testing, etc. are provided during these work hours.

15 Phasing of Project Work.

All work of this project is intended and required to be completed in two phases. First, the Contractor shall complete the construction of the new Student Support Center, followed by a window of up to three weeks to move the existing school office into the new Student Support Center. The District shall be responsible for the move and will clear the existing school office of all furniture and equipment. Contractor will then commence the remodeling of the school office into a primary grade classroom building.

16 Yard/Laydown Area

Contractor shall field verify location of proposed construction yard/laydown area and access. Refer to attached reference drawing showing proposed access and construction yard location. Upon completion of the project, contractor shall return all areas used for yard of laydown to its original condition unless otherwise noted on the plans.

17 Site Utilities and Fire Alarm

The Contractor shall maintain in operation for the duration of the Construction Contract, drainage lines, storm drains, sewers, water, gas, electrical, phone, cable, steam, irrigation systems and other utility service lines (including but not limited to low voltage systems and fire sprinkler systems) within working area.

The Contractor shall send proper notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities. The Contractor shall assume all responsibility concerning the utilities for which the District may be liable. Enclosing or boxing in for the protection of any public utility's equipment shall be done by the Contractor. Upon the completion, of the work, the Contractor shall remove all temporary enclosures, fill in all openings in masonry construction, grout watertight, and leave in a finished condition.

Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor

shall provide temporary services to all facilities interrupted by Contractor's Work.

18 Fire Alarm

The existing fire alarm system shall remain operational twenty-four (24) hours/day, seven (7) days/week. If at any time during the Project the existing system is not fully operational the Contractor, at its own expense, shall provide a "Fire Watch" acceptable to the District Representative until either the existing system is made fully operational or the new system is fully installed, tested and accepted.

19 Temporary Construction Fencing

The Contractor shall be responsible for providing temporary construction fencing that completely encloses the construction area and provides an adequate barrier between the public and school area and the project Work area. The Contractor shall submit a fencing and circulation plan for the project, indicating the construction zone, and barricades and access for students and School Personnel, to the Architect and the District Representative. No work shall commence nor shall fencing be erected until the Contractor has secured an approval from the Architect and District. The contractor must provide and maintain access and code compliant egress to and from all occupied spaces. Temporary signage (appropriate and secure) shall be posted to redirect students and staff for emergency exiting.

The Contractor shall diligently maintain all construction zone barricades and fencing. Fence panels shall be secured with two fence clamps per joint. The Contractor shall secure end panels in a manner acceptable to the District Representative. The use of tie wire will not be an acceptable method for securing fence panels.

1.10 Liquidated Damages

A. **Substantial Completion** (Complete and ready for Occupancy and Instruction). The delayed Substantial Completion of the Work will result in the assessment and withholding of Liquidated Damages for each day of delayed Substantial Completion beyond the Contract Time for Substantial Completion of the Work in the amount of Two Thousand Dollars (\$2,000.00) per day.

B. **Final Completion.** The delayed Final Completion of the Work will result in the assessment and withholding of Liquidated Damages for each day of delayed Final Completion beyond the Contract Time for Final Completion of the Work in the amount of One Thousand Dollars (\$1,000.00) per day until all Punch-list items are completed.

1.11 Plans & Specifications

The District shall provide the Contractor with one (1) hardcopy set of Plans and one (1) electronic set of Plans. The District shall also provide the Project Inspector with one (1) set of Plans. The contractor will be responsible for printing any additional sets of Plans that it may need to complete the project Work.

1.12 Access to Existing Campus

Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only the Director of Facilities or a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:00 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless, at the discretion of the District, other arrangements are made in advance.

1.13 Standardized Forms

Each and every document generated and/or submitted by the Contractor relating to cost breakdowns, applications for payment, change order requests, requests for information, submittals, verified reports, progress reports, and all other matters relating to the administration of the Work as set forth in the General Conditions, shall be prepared by the Contractor on such forms as may be directed by the District. Unless otherwise expressly provided for in the Contract Documents, all such documents shall be submitted to the District with such frequency as the District may require in its sole reasonable discretion.

1.14 Identification of Workers

Contractor shall require all Workers performing Work on the project and all employees, agents, representatives and guests on the project site wear appropriate identification on safety vests or in a manner that is prominently displayed and easily recognizable. Any person failing to meet this requirement shall be removed from the project site.

1.15 Site Maintenance

Contractor shall at all times shall keep Site free from debris such as waste, dust, excess water, stormwater 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. The Contractor is responsible for the maintenance of sidewalks, streets, and any area adjacent to the construction zone from Project-generated debris.

1.16 Catering Trucks

No catering trucks are permitted on District property.

1.17 Incidental moving of Equipment

Contractor is responsible for the incidental moving of equipment to facilitate the work. The contractor is responsible for protecting equipment from theft, damage, dust and other contaminants during construction.

1.18 Cooperation

The General Contractor shall be responsible for all work that it is self-performing and all the work of its subcontractors. The General Contractor shall coordinate the work of all trades so as to facilitate the general progress of the work.

1.19 Benchmarks, Monuments, Etc.

Contractor shall carefully protect and maintain benchmarks, monuments and other reference points which have been established by a Registered Civil Engineer or Licensed Land Surveyor. Any markers disturbed or vandalized shall be replaced at the expense of the Contractor.

1.20 Remedial Work in Guarantee Period

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work by the District, unless a longer period is specified.

1.21 Deliveries

Material and equipment deliveries shall be coordinated with school site staff so as not to interfere with drop off and pick up activities in the morning and afternoon when school is in session.

1.22 Absolutely No Smoking on School Campus or School Property

There is absolutely no smoking on the school site or on school property. Contractor shall notify all of its employees and all employees of any subcontractor working on site that smoking is not permitted on site.