



Business Department - Facilities Development and Planning  
2425 Webster Ave., Long Beach, CA 90810  
Phone 562-997-7550 • Fax 562-595-8644

**SUPPLEMENTAL CONDITIONS**

**FOR THE**

**LONG BEACH UNIFIED SCHOOL DISTRICT**

**FOR**

**BID SCHEDULE NO. FACXX-XXXX**

**<TITLE OF PROJECT AS SHOWN ON**

**DRAWINGS/SPECIFICATION>**

A. Scope of Work:

B. The work shall commence on the date stated in the District's Notice to Proceed to the Contractor and shall have **substantial completion within \_\_\_\_\_ ( \_\_\_\_\_ ) consecutive calendar days** from the Notice to Proceed to Contractor (see Article 8 of the General Conditions).

C. Liquidated Damages. In accordance with Article 8.4 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 \_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_ .00) per calendar day.**

D. Construction Schedule: \_\_\_\_\_

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 to the lowest responsible, responsive bidder.

G. School/Holiday Calendar:

Lincoln's Day	February 8, 2016
Washington Day	February 15, 2016
Admission Day	March 25, 2016
Spring Break	March 26, 2016 – April 1, 2016
Memorial Day	May 30, 2016
Last Day of School	June 16, 2016
Summer Break	June 17, 2016 – August 30, 2016
First Day of School	August 31, 2016
Labor Day	September 5, 2016
Veteran's Day	November 11, 2016
Thanksgiving Break	November 21, 2016 – November 25, 2016
Winter Recess	December 26, 2016 – January 6, 2016
MLK Jr. Day	January 16, 2017

Testing Calendar

H. District Allowance: **Your total bid price must include a \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ .00) District Allowance** for possible additional unforeseen conditions.

If any part of the allowance goes 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 Article 7.7.3. 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 will need to submit a 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.

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

I. Bond Requirements:

1. Bidders Bond (Security) to be 10% of the bid amount.
2. Payment Bond (Material and Labormans) to be 100% of the bid amount.
3. Performance Bond to be 100% of the bid amount.

J. 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.

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

L. Contractor's Responsibilities: \_\_\_\_\_

M. 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.

N. 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 be 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.

O. Requests for Interpretations and/or Clarification (RFI): Requests for interpretations and/or clarification concerning this bid must be submitted in writing and sent via e-mail only to the following person(s) **prior to 12:00 on** \_\_\_\_\_. Requests received after the date stated herein or by another method or person(s) will not be answered.

Requests are to be e-mailed to:

\_\_\_\_\_

and

Beth A. Smith, Assistant Purchasing and Contracts Director, at [BASmith@LBSchools.net](mailto:BASmith@LBSchools.net).

Each transmitted request shall contain the name of the person and/or firm, address, telephone, and fax number filing the request; and the Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests.

**END OF SUPPLEMENTAL CONDITIONS**