

SECTION 00 73 00 - SPECIAL CONDITIONS

SECTION 00 73 00

SPECIAL CONDITIONS

- A. TIME OF PERFORMANCE:** The work shall be commenced on the date stated in the District's Notice to Proceed (which date will be not less than ten (10) consecutive calendar days from and after the date of the (Preliminary) Notice of Award and shall be completed within four hundred and ninety,(45) consecutive calendar days from and after the date stated in such notice to proceed, **and in accordance with the scheduled dates as specified below.** District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing. (See **Section 8.1** of General Conditions.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. See Milestone Schedule for all required phase completion dates.
2. The contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition, the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to **Section 14.1** of the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled as specified in the District's Notice to Proceed.

If the site will not be available after the Notice to Proceed date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

B. LIQUIDATED DAMAGES:

Liquidated Damages – Submittals: If the District does not receive technical submittals, contract, bonds, and certificates of insurance within the scheduled time period established in **Article 3.7** of the General Conditions, the agreed liquidated damages is Fifty Dollars (\$50.00) per day for each calendar day the start date is delayed.

Liquidated Damages – Time of Completion: The Contractor shall forfeit and pay to the District the amount of per diem Liquidated Damages set forth in the Contract Agreement, for every day beyond the Contract Time, as adjusted, or Milestone, the Work is achieved. Any such Liquidated Damages are automatically and without notice of any

kind forfeited by Contractor upon the accrual of each day of delay as established in **Section 8.4.**

- C. DOCUMENTS FURNISHED:** A digital copy of drawings and specifications to be furnished to Contractor free of charge. Additional copies of the drawings are the responsibility of the contractor.
- D. BONDS:** Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price; (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders.
- E. INSURANCE:** Comply with insurance requirements as provided in **Section 11.1 TRADE CONTRACTOR'S LIABILITY INSURANCE** of the General Conditions. Before the commencement of the Work, the Division Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in California with a financial rating of at least **A:VIII** status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Division Contractor's operations under the Contract and for which the Division Contractor may be legally liable, whether such operations are by the Division Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

For Contracts up to \$500,000 the following limits apply:	Contractor	Subcontractor
Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than:	\$2,000,000.00	\$2,000,000.00
Project Specific Aggregate (for this project only)	\$2,000,000.00	\$2,000,000.00
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
(a) Per occurrence (combined single limit)	\$2,000,000.00	\$2,000,000.00
(b) Project Specific Aggregate (for this project only)	\$2,000,000.00	\$2,000,000.00
(c) Products/Completed Operations	\$2,000,000.00	\$2,000,000.00
(d) Personal & Advertising Injury limit	\$2,000,000.00	\$2,000,000.00
For Contracts from \$500,000 - \$1 Million the following limits apply:	Contractor	Subcontractor
Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than:	\$2,000,000.00	\$2,000,000.00
Project Specific Aggregate (for this project only)	\$3,000,000.00	\$3,000,000.00

OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
(a) Per occurrence (combined single limit)	\$2,000,000.00	\$2,000,000.00
(b) Project Specific Aggregate (for this project only)	\$3,000,000.00	\$3,000,000.00
(c) Products/Completed Operations	\$2,000,000.00	\$2,000,000.00
(d) Personal & Advertising Injury limit	\$2,000,000.00	\$2,000,000.00

For Contracts greater than \$1 Million the following limits apply:		
	Contractor	Subcontractor
Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than:	\$3,000,000.00	\$3,000,000.00
Project Specific Aggregate (for this project only)	\$5,000,000.00	\$5,000,000.00
OR		
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:		
(a) Per occurrence (combined single limit)	\$2,000,000.00	\$2,000,000.00
(b) Project Specific Aggregate (for this project only)	\$2,000,000.00	\$2,000,000.00
(c) Products/Completed Operations	\$2,000,000.00	\$2,000,000.00
(d) Personal & Advertising Injury limit	\$1,000,000.00	\$1,000,000.00

Deductibles: In the event of a loss caused by or contributed by a Division Contractor, and covered or insured by the project course of construction insurance, the Division Contractor is responsible for paying the deductible or its prorated share.

Certificate Holder: Certificate Holder shall be El Monte Union High School District and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insured's.

Insurance Covering Special Hazards: The following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

- a. Automotive and truck, where operated, in automobile amounts above;
- b. Material hoist, where used, in automobile amounts above.

F. EXECUTED COPIES: The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is **one (1)**.

G. LICENSE CLASSIFICATION: Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:

See separate licensing requirements for each Category in Bidding Form

H. FINGERPRINTING: District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor, Sub-Contractors, and their respective employees:

Fingerprinting and background checks ARE required of all Contractors' jobsite supervisors. This information shall be readily available to view by the District at any time.

Contractor must provide certification of Department of Justice Clearance for job site supervisor's employed by the Contractor and all its Subcontractors obtained through LiveScan. Clearance must be obtained using the Contractor's ORI (Origination Number). Local agency clearances including but not limited to DMV, Police Department, and/or the Sheriff's Department are not acceptable.

When necessary, the District may call for fingerprinting of all employees if there will be more than limited contact with school students.

I. LABOR COMPLIANCE: Contractor is to submit certified payroll records (CPRs) to the Department of Industrial Relations ("DIR") Labor Commissioner and awarding body. Visit the DIR website for additional information at:

Contractor is to retain all certified payrolls for a period of no less than (5) five years from date of completion as noted in the General Conditions.

J. SAFETY/SECURITY: Each Contractor shall complete Job Site Orientation with the Construction Manager prior to starting contracted work. Site safety and security is the responsibility of the Contractor per **Article 10.1**, Protection of Persons and Property until achievement of Substantial Completion. The Contractor is to conduct safety meetings once per week with the Contractor's employees, subcontractors and any tiers thereof. **Minutes of the safety meetings are to be submitted to the Construction Manager ("CM") on that date's Daily Report, prior to approval of monthly pay requests.** In addition, the General Contractor must provide the CM and Inspector of Record with a copy of its safety plan, SWPPP Plan, MSDS sheets/binder, and copies of safety plans from each of the General Contractor's subcontractors at the start of the Project. The General Contractor is required to keep the school site and the construction zone in a clean, safe and secure condition.

K. CLOSEOUT DOCUMENTATION: General Contractor will coordinate with Construction Manager and all Division Contractors to provide the following closeout documentation in addition to those referenced in the General Conditions and Project Specifications. General Contractor will assemble and submit closeout documentation from all Division contractors through Construction manager as outlined below:

- (3) Complete sets of all applicable warranties; to be originals with wet signatures.

- (4) USB Memory Drives containing all approved submittals; to be scanned in color.
- (3) Complete sets of operation and maintenance manuals; to be properly bound, itemized/divided.

L. AS-BUILT DRAWINGS: General Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings, in addition to maintaining one complete set of record drawings in the Construction Manager's/Inspector of Record's office. Prior to approval of monthly pay requests, CM Project Superintendent, the Inspector of Record, and the Architect will verify the as-built drawings and updating of project record drawings in the CM trailer.

The General Contractor shall be monetarily responsible for reproduction of the final record set of drawings (as-builts) for all category scopes of work at the conclusion of the project. The District reserves the right to procure this work and forward a deductive change order to the General Contractor for all applicable costs and provide Closeout Documents as specified above.

- (1) Complete sets of colored (red-lined) as-built drawings (inclusive of ALL category scopes of work).
- (3) As-Built Drawing USB Memory Drives (inclusive of ALL category scopes of work); to be scanned in color.

M. WARRANTY: In addition to all applicable manufacturers' warranties required per the Technical Specifications, all Division Contractors as well as all subcontractors shall utilize the attached workmanship/installation warranty form and deliver a completed warranty form for their portion of the work to the CM prior to final payment.

N. DEFINITIONS: General Conditions Article 1 Definitions are hereby supplemented as follows:

1. **Substantial Completion:** The date upon which all items of work have been provided and are considered complete by the Contractor. The Inspector of Record and the Construction Manager shall also concur that all items of work have been provided. Or, if mutually agreed between the District and the Contractor, the date upon which the District takes occupancy of the facility. Partial occupancy per Article 2.5.1 shall not be considered Occupancy for the purpose of establishing the date of Substantial Completion. The District shall not be obligated to Occupy the facility if all items of work have not been completed. Alternatively, the date upon which the District accepts the work shall be considered the date of substantial completion.
2. **Final Completion:** The date when all punch list items have been cleared by the Inspector of Record and all other contractual requirements, including but not limited to, all testing, inspections, reports, record documents, site work, software, programming, and any incomplete Change Order documents have been completed to the satisfaction of the Construction Manager, District and Architect in accordance with **Article 9.9.2.**
3. **Construction Period:** Beginning on and including the Notice to Proceed date and ending on and including the Final Completion Date as indicated in the original Contract Schedule as amended from time to time by appropriate Change Order.

O. INSPECTIONS: The Contractor shall be responsible to request inspection of any and all aspects of work completed as per plans and/or deemed necessary per the Construction Manager. The Construction Manager shall determine the maximum number of crews that can safely work on the job for the purposes of determining whether any back charges would be due. The Contractor is obligated to plan any work that requires continuous inspection in such a way that the total duration of that activity is reduced to the minimum in an effort to restrain the cost of continuous inspection to the Owner.

P. UTILITY CONNECTION REQUIREMENTS: General Conditions **Article 9.9.2** is hereby supplemented as follows: In addition to any punch lists and inspections performed by the Owner, Architect or Construction Manager, the Contractor shall obtain and complete a punch list for any Work within the public right of way or work performed on public utilities from each jurisdiction's inspector. Corrective work shall be completed according to the instructions of each jurisdiction's inspector whether or not those instructions are consistent with the original approved contract documents. The Contractor shall cause all corrective work to be completed, to the satisfaction of each inspector, at no additional charge to the Owner.

Q. MISCELLANEOUS PROVISIONS:

All trades excavating or working in existing landscaped areas shall be responsible for repairing any damage to irrigation and plants. Plants shall be avoided and protected.

No material storage in fire lane. Vehicles/machinery parked in fire lane must have spotters assigned to watch and secure the vehicle. Failure to follow this requirement will force the towing of the vehicle.

No personal vehicles onsite; all personal vehicles (including Division Contractor and tiered subcontractor vehicles) must park offsite. Failure to follow this requirement will force the towing of the vehicle.

Contractor shall at all times while on District premises exercise caution and maintain a vehicle speed of no more than five (5) MPH, and obey all posted traffic signs and signals.

All areas of work may not be available at the same time and may require more than one move-on by the Division Contractor and tiered subcontractors to complete an item of work.

All Division Contractors will supply a CPM project schedule outlining the planned approach to complete the project within the time period stated in the contract. This CPM schedule will be updated by the Division Contractors and submitted to the CM every month prior to approval of payment. The CM reserves the right to update, modify, revise and otherwise change the project schedule to accommodate the best interests of the District at any time during course of construction. Although the CM will make every effort to accommodate all Prime and Subcontractors in a fair and productive manner, no construction schedule is without challenges. Prime and Subcontractors shall conform to these schedule revisions immediately, cooperatively and without any additional cost to the District or CM. Likewise, all Prime and Subcontractors shall provide regular and timely schedule input and provide adequate resources required to meet schedule requirements in a cooperative and proactive manner. In as much as possible, CM shall accommodate this Prime and Subcontractor input as far as it works for the Owner and all other Prime and Subcontractors so that the CM schedule will ultimately prevail.

- R. OWNER TRAINING SPECIFICATIONS:** It is the responsibility of the contractor to provide training to the owner and site personnel on all new equipment or systems installed during the course of the project. The contractor will provide a 1-hour training session covering the maintenance and operations of the specified equipment or system. The contractor will provide the CM with a training schedule at least ten (10) business days prior to the first planned training. The owner has the right to accept or reschedule these trainings at their discretion. The Contractor will provide two hard copies of the Operations and Maintenance manuals. The O&M manuals will be turned over to the CM with the training schedule. Videos of the trainings will be taken and submitted to the District by the associated Division Contractor.
- S. EXISTING CONDITIONS:** It is the responsibility of all Division Contractors to provide all necessary protection of the existing finishes, furniture, structure, and general site conditions. In the event that any of the existing conditions are damaged or removed during the course of work, the contractor is responsible to restore or replace the impacted area/item to its preconstruction condition or rating. This includes but is not limited to; t-grid, ceiling tile, walls, floors, furniture, fire rated walls, structural members, curbs, roofing systems, lighting, concrete, asphalt, landscape, etc.
- T. HOUSE KEEPING:** It is the Contractor responsibility to maintain a clean site and work environment. In the event that the site housekeeping is unsatisfactory to the District or CM, it is the responsibility to correct the issue. The CM and District reserve the right to have the Contractor provide two laborers perform general housekeeping for a minimum two hours a week, at no additional cost, if the Contractor does not correct the issue within one week of a formal notice.
- U. CONSTRUCTION SOFTWARE:** All Division contractors will be required to utilize various Construction Software Programs. Procore will be the primary system for project tracking. The Procore account will be provided and managed by the Construction Manager. Procore will be used to track items such as billings, change orders, RFIs, submittals, inspection requests, etc.
- V. PRE-CONSTRUCTION/PRE-INSTALLATION MEETINGS:** All Division Contractors will be required to participate in Pre-Construction/Preinstallation Meetings as scheduled by the Construction Manager. The intent of these meetings is to coordinate between the various Division Contractors and their subcontractors to avoid conflict between trades prior to work being installed. These meetings should have in attendance at minimum the project foreman and PM, or other authority capable of making decisions with potential financial impact. Attendance at these is mandatory.
- W.** All contractors and subcontractors are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.
- X.** All Division contractors and subcontractors personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

- Y. Only personnel working on the contract will be allowed to enter the site. No transient vendors, portable food service entities or others will be allowed to enter the campus.
- Z. Non-compliance with any of the above-stated rules of conduct by any contractor or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.
- AA. There are protect species of animals on campus. In the event there are nests or borrows of protect species impacting the work. The contractor is to immediately notify the Construction Manager for Direction. If notice is not given to the Construction Manager and contractor impacts the protect species, the responsible Division contractor will be accountable for any and all fines or penalties associated with the disturbance.
- BB. Campus is active throughout the entire duration of the project, including summer and winter breaks. This is a phased project and requires flexibility and multiple mobilizations.
- CC. Contractors to follow construction path of travels only while working on campus. Any deviations will be subject to removal. Access/egress points are severely limited and restricted due to miscellaneous events (i.e., Japanese Adult School on Saturdays and Famers Market on Sundays). Protecting staff, students, and community members is of utmost priority.

DD. Applicability of, and Compliance with, COVID-19 Orders.

DD.1 Acknowledgement of Applicability. The Contractor acknowledges that: (i) the District has determined that the Project is essential to facilitate the District’s purposes and must, therefore, be undertaken and completed as an essential governmental function; (ii) the Project may be undertaken at a time when a public health concerns still exist with respect to the virus that causes COVID-19, and it is presently uncertain when these public health concerns will end; (iii) state and local governmental public health and other officials (“Public Officials”) have issued mandatory guidance and orders establishing safety and other requirements relating to COVID-19 (“COVID-19 Orders”) that may be applicable to the Project; and (iv) the possibility exists that, during the course of the Project, Public Officials may modify, supersede, and/or issue additional COVID-19 Orders applicable to the Project. Without limiting the foregoing, Public Officials may include, among others, city and/or county public health officials, city and/or county building department officials, and state and/or federal Occupational Safety and Health Administration officials.

DD.2 Required Compliance. The Contractor acknowledges and agrees that: (i) as between the Contractor and the District, the Contractor shall be solely responsible for full and satisfactory compliance with all applicable COVID-19 Orders, with respect to any and all employees of the Contractor and its Subcontractors, as well as any and all others who perform any of the Work or who are present on or at the Project Site in connection with the performance of the Work; (ii) the Contractor shall comply with any and all other COVID-19-related policies and directives applicable to the Work, the Project, and/or the Project Site, as implemented by the District or any project manager, construction manager, supervisor, or other authorized person; and (iii) the compensation specified in this Agreement shall be deemed to include adequate compensation for compliance with any and all such COVID-19 Orders, policies, and directives.

EE. COVID-19 Interruptions and Delays.

EE.1 Nonperformance Excused. Notwithstanding anything to the contrary, whether in this Agreement or otherwise, neither Party shall be responsible or liable if it is delayed in performing, or is prevented from performing, any one or more of its obligations pursuant to the Agreement, nor shall any such delay or prevented performance constitute an event of default, if and to the extent it was caused by an event, occurrence, incident, or situation that: (i) reasonably is beyond the control of the nonperforming Party; (ii) was not caused in whole or in part by any negligence or willful misconduct of the nonperforming Party or any of its officers, employees, consultants, contractors, or subcontractors; and (iii) is a consequence of the need to comply with any COVID-19 Order that takes effect and/or is implemented after the Effective Date (each a “Force Majeure Event”). Without limiting the foregoing, the consequences of a Force Majeure Event may include, among others: (i) mandated diversion of resources away from the Project; (ii) mandated cessation of some or all of the Work; and (iii) mandated physical distancing, sanitation, and/or other requirements beyond those in effect as of the Effective Date.

EE.2 Required Procedures. In each case that a Party cannot timely perform as a result of a Force Majeure Event as defined above: (i) the nonperforming Party must promptly give to the other Party written notice that describes in reasonable detail the particulars of such Force Majeure Event; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required to accommodate the Force Majeure Event; (iii) the nonperforming Party shall proceed with reasonable diligence to remedy its inability to perform and shall provide reasonable periodic progress reports to the other Party describing actions taken, if any, to mitigate the effects of the Force Majeure Event; and (iv) the nonperforming Party shall resume its performance as soon as reasonably possible, and shall give written notice, to the other Party, of its intent and the date it will resume performance.

EE.3 Extension of Time. In the event a Party is unable to timely perform its obligations as a result of a Force Majeure Event as defined above, then: (i) except as the Parties may agree in writing, the Agreement shall continue in full force and effect unless terminated in accordance with its provisions; and (ii) as an exclusive remedy and subject to compliance with the other provisions in this Section 25, the time for performance of those obligations by the nonperforming Party (and any related obligations of the other Party) shall be extended by a reasonable number of days, but in no event by more than the number of days the Force Majeure Event precluded performance by the nonperforming Party of its obligations.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SUPPLEMENTARY SPECIAL CONDITIONS

A. ADMINISTRATION OF THE CONTRACT:

The Construction Manager will assist the District with administration of the Contract as hereinafter described.

The Construction Manager will be a District representative during construction and until final payment approval to the Contractor. The Construction Manager will advise and consult with the District. The Construction Manager is not authorized to amend any of the Contract Documents or order changes in the Work which require a Change Order. The District must approve all Change Orders to the Contract. All communications from the Contractor to the District or the Architect shall be directed through the Construction Manager. All communications to the Contractor from the District or the Architect shall be directed through the Construction Manager unless otherwise directed by the Construction Manager.

The Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Construction Manager may perform the Construction Manager's functions under the Contract Documents.

The Construction Manager as well as the Architect shall have the authority to reject Work that does not conform to the Contract Documents, and to require special inspection or testing. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Construction Manager will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed or completed. The Construction Manager shall have the authority to suspend or stop the Work, in whole or in part, if the Contractor fails to correct defective Work as required or fails to carry out the Work or to supply a sufficient amount of skilled labor or suitable materials or equipment in such a way that assures that the Work will be completed in accordance with the Contract Documents. The Construction Manager shall also have the right to suspend the Work, in whole or in part, for such periods as Construction Manager may deem necessary to coordinate the Work with the work of the District or separate contractors or for conditions considered unfavorable for the suitable prosecution of the Work. The Construction Manager shall give the Contractor notice of any such suspension and the Contractor shall immediately comply with the orders of the Construction Manager and shall not resume the Work until so ordered by the Construction Manager.

The Construction Manager will have the authority to coordinate the Work under this Contract with work being performed by separate contractors on the Site. The Construction Manager will assist the District in coordinating the Contractor's Construction Schedule with construction schedules of separate contractors performing work on the Site.

B. DISTRICT'S RIGHT TO CARRY OUT THE WORK

If the Division Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, including, but not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;

4. Failure to comply with safety requirements, or due to Division Contractor is creation of an unsafe condition;
5. In the case of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or shop drawings in a timely manner;
8. Failure to comply with Division Contractor's schedule which would result in a delay to the critical path;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

If the Division Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a forty-eight (48) period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 4.17.5 after providing forty-eight (48) hour written notice to Division Contractor and Surety. If during this forty-eight (48) hour period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In such case, the Division Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the Division Contractor. If payments then or thereafter due the Division Contractor are not sufficient to cover such amounts, the Division Contractor shall pay the difference to the District.

C. CLEANING UP

Division Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Division Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Should trash and debris become an identified hazard to students and staff, the Division Contractor, after written notice from the Construction Manager shall immediately remove such a hazard. Upon failure to remove said hazard within 48 hours of written notice, The District will remove said hazard and issue a deductive change order to the Division Contractor's contract for the cost to perform such work.

Division Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Division Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Division Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

D. RULES OF DOCUMENT INTERPRETATION

In the event of conflict within the drawings, the following rules shall apply:

- (a) General Notes, when identified as such, shall be incorporated into other portions of Drawings.

- (b) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
- (c) Larger scale drawings shall take precedence over smaller scale drawings.
- (d) At no time shall the Division Contractor base construction on scaled drawings. Specifications shall govern as to materials, workmanship, and installation procedures.

If Division Contractor observes that drawings and specifications are in conflict, Division Contractor shall, within five (5) days, notify the Architect or Construction Manager in writing for the purposes of obtaining an interpretation of the Contract Documents.

In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- (a) General Conditions take precedence over Drawings and Specifications.
- (b) Special Conditions take precedence over General Conditions.
- (c) The Agreement shall take precedent over the Special Conditions.
- (d) In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

E. RULES OF CONDUCT

Each contractor, subcontractor, architect, engineer or consultant, when performing work on the project, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated and will result in removal from the site.
4. All contractors and subcontractors will be issued a badge/sticker by the Owner or designee, as an individual means of identification. The badge/sticker is to be worn at all times while on the Owner's property. The badge/sticker will be visibly noticeable and located on the front of the individual's shirt. All badges/stickers are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
5. All contractors and subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used.
 - b. Vehicles must be parked each day in the designated area prior to the start of the school day and removed after the end of the school day. If for some unforeseen reason a vehicle needs to be removed during school hours, the vehicle shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off of the Owner's property. At no time will the vehicle exceed 5 mph. Contractor shall obey all posted traffic signs as well as signal lights.

- c. Each Division Contractor shall provide and coordinate with the District's Construction Manager all traffic and pedestrian control for Contractor's own operations, including that of suppliers. Any special permits for this requirement will be the contractor's responsibility.
 - d. Each Division Contractor shall budget a minimum of five man hours per week for site cleanup for the duration of the project.
6. The Owner's property is a drug-free workplace. This policy shall be strictly enforced.
 7. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
 8. The use of any tobacco products on the Owner's property is strictly prohibited.
 9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor or subcontractor shall not be tolerated.
 10. All contractors and subcontractors shall conform to a dress code whereby:
 - a. No clothing that contains violent, suggestive derogatory, obscene, or racially based material may be worn. This interpretation will be made by the Owner or designee.
 - b. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances that are prohibited to minors will not be allowed.
 - c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owner's property.

All contractors and subcontractors are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

All contractors and subcontractors personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Only personnel working on the contract will be allowed to enter the site. No transient vendors, portable food service entities or others will be allowed to enter the campuses.

Non-compliance with any of the above-stated rules of conduct by any contractor or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

F. SAFETY BARRIERS AND SAFEGUARDS

Each Division Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. Division Contractors shall also as necessary relocate such safety barriers to maintain safe path of travel for staff and students. Division Contractors shall also provide maps showing such relocations and timing of them. Upon Written notice of deficiencies in safety barriers, Division Contractors shall immediately remedy such a hazard. The District shall have the right to remedy such a hazard within 48 hours of written notice to the Contractor and forwarding a deductive change order for the cost of the remedy.

G. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Division Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Division Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

**PROJECT WARRANTY
FOR THE FOLLOWING SPECIFICATION(S) & SCOPE OF WORK**

Description of the Work warranted by this contractor: _____

Drawing sheets describing the Work warranted by this contractor: _____

Specification sections describing the Work warranted by this contractor: _____

We, the undersigned, do hereby warrant and guarantee that the portion of the Work described above which we have provided for

**EL MONTE UNION HIGH SCHOOL DISTRICT
SOUTH EL MONTE HIGH SCHOOL BUILDING L HVAC**

is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of **ONE (1) YEAR** from date of recording of the Notice of Completion by the District, **El Monte Union High School District**, without any expense whatsoever to the said District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within **TEN (10) business days**, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Date: _____ Signed: _____
(Subcontractor – As Applicable)

Date: _____ Signed: _____
(General Contractor)

Local Representative to be contacted for services:

Name: _____ Phone No. _____

Address: _____

State License No: _____