

SECTION 00 73 00 - SPECIAL CONDITIONS

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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

OR

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

- 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

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

- 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.

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

