

## AGREEMENT

This Agreement made and entered into this 21<sup>st</sup> day of May, 2024, between the County of San Mateo County Executive's Office, 455 County Center 2<sup>nd</sup> Floor, Redwood City, CA 94063, ("County"), and Interstate Grading & Paving, Inc. ("Contractor").

Contractor and County agree as follows:

**ARTICLE 1 - THE PROJECT.** Contractor agrees to obtain all necessary permits and licenses as are required by law, furnish all labor and materials, including required tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material, men, subcontractors, artisans, machinists, teamsters, and laborers required in the bid proposal, all in strict compliance with the plans, drawings, and other Contract Documents, required for the Project, which, for purposes of this Agreement, refers to the following:

**County of San Mateo – County Executive's Office  
Stone Pine Cove Farmworker Housing Project – Grading and Site Improvements  
PROJECT ID - CEOFW**

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline, safety protocols and procedures, and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

**ARTICLE 2 - THE AGREEMENT:** The Contractor and the County agree that the Contract Documents are composed of all those documents described in paragraph 2.1 of the General Conditions, all of which are incorporated herein by reference. The specifications and drawings are to be read together such that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed as if both mentioned in the specifications and set forth in the drawings to the true intent and meaning of the said drawings and specifications, when taken together. But no part of said specifications that is in conflict with any portion of this Agreement shall be considered as part of this Agreement.

**ARTICLE 3 - CONTRACTOR'S LICENSE:** Contractor shall have, and maintain in good standing, and require the same of all its subcontractors, the appropriate classification of California State contractor's license during the entire term of this Project. Contractor confirms that, pursuant to SB 854, it has registered with the California Department of Industrial Relations (DIR) and that it has, through the date of this Agreement, paid all annual renewal fees due to the DIR. Contractor shall pay all annual renewal fees to the DIR that come due during the term of the Agreement.

**ARTICLE 4 - COMPLETION DATE / NOTICE TO PROCEED:** Contractor agrees that all work required to be performed by the Contract Documents shall be completed by the milestone dates specified in the Section 00800 Special Provisions. Contractor acknowledges that it shall be liable for liquidated damages as set forth in this Agreement if the Project is not completed by these dates.

If the Notice to Proceed and/or the Agreement is issued more than ten (10) but less than ninety (90) days after the "Letter of Intent to Award Contract", Contractor's sole remedy shall be an extension to the Completion Date, measured by the number of days beyond ten (10) it took to issue the Notice to Proceed. In such instances, Contractor shall not be entitled to any monetary damages or other compensation for lost profit or overhead or for increased cost of performance.

The term "day" as used in the Contract Documents shall mean working days, unless otherwise specified.

**ARTICLE 5 - CONTRACT SUM:** The contract sum is the total amount payable by the County to Contractor for the performance of work under the Contract Documents. The contract sum is Eleven Million Four Hundred Sixty-Three Thousand and No/100 Dollars (\$11,463,000.00) ("Contract Sum"), unless modified in writing in accordance with the Contract Documents.

There is an Owner Contingency in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00). The Owner Contingency is Owner controlled and use requires Owner's prior approval. All unspent funds in the Owner Contingency at Final Completion shall accrue to Owner. The Owner Contingency is available to cover unforeseen conditions, manufactured housing utility connection changes, and Owner requested changes.

**ARTICLE 6 - LIQUIDATED DAMAGES:** The Completion Date specified in Article 4 is of the essence of the Agreement. The Contractor shall complete the Project by the date specified in Article 4 unless the County agrees in writing to an extension of time.

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the County would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the County would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of school activities, costs of administration, inspection, supervision and the loss suffered by the public within the County.

Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages which the County shall directly incur upon failure of the Contractor to complete the Project within the time specified: **Three Thousand Dollars (\$3000.00)**, plus the extra inspection costs incurred by the County, during or as a result of each calendar day by which the substantial completion of the Project is delayed beyond the date specified in Article 4 of the Agreement and **One Thousand Dollars (\$1000.00)**, plus the extra inspection costs incurred by the County, during or as a result of each calendar day by which final completion of the Project is delayed beyond the date specified in the Article 4 of the Agreement.

If the Contractor becomes liable for liquidated damages under this section, the County, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the County until all such liabilities are satisfied in full.

If the County accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

**ARTICLE 7 - EARLY COMPLETION:** Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the County for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in Article 4 of this Agreement, the parties stipulating that such period is a reasonable time within which to perform the work on the Project.

**ARTICLE 8 - PAYMENT:** The County agrees to pay the Contractor in current funds for the performance of the Agreement the amount proposed in this bid, including approved change orders, and to make payments on account thereof as follows: Each calendar month, ninety-five percent (95%) of the value, proportionate to the amount of the Agreement, of labor and materials incorporated in the Project up to the first day of that month as estimated by the County, and Project Manager, less the aggregate of previous payments. On substantial completion of the entire Project, a sum sufficient to increase the total payments to ninety-five percent (95%) of the contract sum set forth in Article 5 of this Agreement, and thirty-five (35)

days after the Notice of Completion has been recorded, provided the Project is fully completed and the Agreement fully performed, the balance due under the Agreement. The payment of progress payments by the County shall not be construed as an acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious. The entire Project is to be subjected to inspection, audit and approval of the County or Project Manager to defects not obvious upon inspection during the progress of the work at the time when it shall be claimed by the Contractor that the Agreement is completed. The County and Project Manager shall exercise all reasonable diligence in the discovery, and report to the Contractor as the Project progresses, materials and labor which are not satisfactory to the County, so as to avoid unnecessary trouble and cost to the Contractor in making good defective parts or work.

In accordance with the provisions of Public Contract Code section 22300, the County shall, at the request and expense of the Contractor, permit the substitution of securities or the payment of funds equivalent to the amount of monies withheld as retention from progress payments.

**ARTICLE 9 - EARLY TERMINATION:** Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the governing body of the County fails to appropriate or allocate funds for future periodic payments under the Agreement after exercising reasonable efforts to do so, the County may, upon thirty (30) days written notice, order work on the project to cease. The County will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

**ARTICLE 10 - TERMINATION FOR CAUSE:** If Contractor (1) should be adjudged bankrupt; (2) should make a general assignment for the benefit of its creditors; (3) should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials; (4) should fail to make prompt payment to subcontractors or for material or labor; (5) persistently disregards laws, ordinances or the instructions of the County; or if any of its subcontractors should persistently violate any of the provisions of the Agreement; or (6) a receiver should be appointed on account of Contractor's insolvency, then the County may serve written notice upon the Contractor and its surety of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the County's option, terminate.

In the event of any such termination, the County shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Agreement; provided, however, that if the surety, within ten (10) days after the serving upon it of Notice of Termination, does not give the County written notice of its intention to take over and perform the Agreement or does not commence performance within ten (10) days from the date of the serving of such notice, the County may take over the Project and prosecute the same to completion by Agreement or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and the surety shall be liable to the County for any excess cost occasioned the County thereby. In such event, the County may without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary, therefore. In such case the Contractor shall not be entitled to receive any further payment until the Project is finished. If the unpaid balance of the contract sum shall exceed the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

**ARTICLE 11 - PERFORMING A PORTION OF THE WORK:** If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Contract Documents, the County, by written order, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated. The County shall not have any duty to stop the work for the benefit of the Contractor or any other person or entity. If the County chooses to correct or carry out the work itself, it shall normally give the Contractor seven (7) days after providing written notice to commence and continue correction of such default or neglect with diligence and promptness. If, however, the condition constitutes an emergency which may subject the County to penalties or termination of the Project by outside jurisdictional agencies, the County may do so without notice to the Contractor. In either case, an

appropriate change order shall be issued, deducting, from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Project Manager's and consultants' additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and its surety shall pay the County the difference.

**ARTICLE 12 - USE OF SUBCONTRACTORS:** Contractor agrees that, as required by State law and the Instruction to Bidders, all subcontractors which will perform work on this project shall be listed on the Designation of Subcontractors form, provided with the Contract Documents.

**ARTICLE 13 - PREVAILING WAGE RATES:** In accordance with the provisions of section 1720, *et seq.*, of the California Labor Code, the Director of the California Department of Industrial Relations has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1770, *et seq.*, of the California Labor Code. Pursuant to the California Labor Code, the general prevailing rate of per diem wages and for holiday and overtime work shall be paid to all workers employed by the Contractor selected for this project. Copies of prevailing rates of per diem wages are available upon request at the County's Offices or at [www.dir.ca.gov](http://www.dir.ca.gov). If this project is state funded, the Department of Industrial Relations will monitor and enforce compliance with applicable prevailing wage requirements on this project through the Compliance Monitoring Unit (CMU) and enforce compliance with applicable prevailing wage requirements in accordance with the California Labor Code, including sections 1771, 1774, 1776, 1777.5, 1813, and 1815. Further information regarding this requirement is available at <https://www.dir.ca.gov/t8/16450.html>.

Contractor may be responsible for paying subcontractors' employees' prevailing wages if it does not comply with the provisions of Labor Code sections 1770, *et seq.*

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers and mechanics employed by it in connection with the execution of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the County, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations (DIR). Attention is directed to the provisions in section 1777.5 and section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it.

Pursuant to Senate Bill (SB) 854, Contractor will electronically submit certified payroll records to the Labor Commissioner/DIR unless the Labor Commissioner excuses Contractor from this requirement. The parties understand and agree that the project will be subject to compliance monitoring and enforcement by the DIR.

This Agreement may be subject to a labor compliance program, as described in Section 1771.5 of the Labor Code. As required by law, the Department of Industrial Relations will monitor and enforce compliance with applicable prevailing wage requirements.

**ARTICLE 14 - WORKING HOURS:** In accordance with the provisions of the California Labor Code, eight (8) hours labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or forty (40) hours during any one calendar week unless such work is compensated at the lawful overtime rate set forth in the California Labor Code. The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by it in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the County, or its officers or agents and to the Chief of the Division of Labor Standards Enforcement of the DIR, its deputies or agents; and it is hereby further agreed that Contractor shall forfeit as a penalty to the County the sum of twenty-five dollars (\$25.00) for each laborer, workman or mechanic who is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of this Article 14.

**ARTICLE 15 - EMPLOYMENT OF APPRENTICES:** Contractor agrees to comply with all provisions of the law regarding the employment of apprentices, including, but not limited to Labor Code §§ 1773.3, 1777.5, 1777.6 and 3077, *et seq.* These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) apprentice hour for each five (5) journeyman hours, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor.

**ARTICLE 16 – INSURANCE:** The Contractor shall procure and maintain for the duration of this Contract and for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, and Contractor's agent, representatives, employees, or subcontractors. Contractor shall include in all of its contracts with Subcontractors provisions requiring such Subcontractors to meet the same insurance requirements as set forth herein.

Comprehensive or commercial general liability (CGL) insurance, on Insurance Office Services Form CG 00 01 (or a form at least as broad as Form CG 00 01) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project and location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance, on Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation, including Employers' Liability Insurance, as required by the State of California with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 each accident, injury or disease. The Contractor shall require subcontractors to provide workers' compensation insurance for all subcontractors' employees engaged in Work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. If the Contractor fails to maintain such insurance, the County, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor or a subcontractor being injured or killed, and to deduct the amount of the premium for such insurance from any sums due the Contractor. If injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the County under the provisions of said Act, or from the sums due the Contractor under these Contract Documents the County may deduct and retain an amount sufficient to cover such compensation or payment of such compensation.

The Contractor shall sign and file with the County the following certification prior to performing the Work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract."

Fire insurance on all Work subject to loss or damage by fire. Contractor shall maintain fire insurance in an amount of fire insurance shall be sufficient to protect the Project and all appurtenant structures against loss of damage in full until the Work is accepted by the County.

Coverage for debris removal limits not less than \$1,000,000. In the event that the Contractor is performing abatement of hazardous or contaminated materials work or employs a subcontractor or entity for abatement of hazardous or contaminated materials, environmental liability and pollution insurance, with limits not less

than \$1,000,000. The policy shall be written on an occurrence form and any deductible shall not exceed \$25,000.

Minimum Amounts Required. The amounts of insurance coverage stated above are the minimums that Contractor is required to procure and maintain. If Contractor maintains higher limits than the minimums stated above, the County requires, and shall be entitled to, coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Required Endorsements. The insurance policies required in this Article 16 of this Agreement shall contain or shall be endorsed to contain the following provisions:

(a) The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with work or operation and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 if later revisions are used);

(b) For any claims related to the Project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it; and

(c) Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with prior written notice to the County.

Acceptability of Insurers: Insurance companies providing coverage required under this Agreement shall be legally licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-VII" in Bests Rating Guide and shall be satisfactory to the County.

Waiver of Subrogation: Contractor hereby waives the right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents, and subcontractors.

In the event of any damage, not insured by the County, as identified in this agreement under Builder's Risk/All Risk section, it shall be the Contractor's responsibility to perform at its expense all required repair and replacement including damage to adjacent areas.

Verification of Coverage. Before commencement of the Work under this Agreement, certificates of insurance shall be furnished to the County, with complete copies of policies to be furnished to the County promptly upon request. All policies of insurance, exclusions, deductibles, self-insured retentions, and certificates shall be reviewed by, and satisfactory to the County before Contractor commences work on the Project. Approval of the insurance by the County shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its action, inaction or operations. Further, failure by Contractor to obtain the required documents prior to work beginning on the Project shall not relieve the Contractor of the obligation to obtain them or constitute a waiver by the County of Contractor's obligation to provide them. The County reserves

the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.

Liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the County. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." If, at any time during the life of this Agreement, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Agreement may, at the County's sole option, be discontinued immediately, and all payments due or that become due under the Agreement will be withheld, until notice is received by the County as provided hereinabove that such insurance has been restored to full force and effect and that the premiums therefrom have been paid for a period satisfactory to the County.

Any failure to maintain any item of the required insurance may, at County's sole option, be considered material breach of the Agreement and, in such an event, the County may immediately terminate this Agreement.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as ISO Form CG 20 38 04 13.

**ARTICLE 17 - INDEMNIFICATION AGAINST LIABILITY:** Notwithstanding any other provision of the Contract Documents, Contractor agrees to indemnify, defend and save harmless the County, its Governing Board, related entities and divisions, officers, agents, consultants and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, damage to property, or delay or damage to another contractor, or for attorney's fees incurred in defending or prosecuting suits to enforce laws relating to public works contracts, resulting or arising out of, or in any manner connected with Contractor or Contractor's agents, employees or subcontractors' performance or failure to perform under the terms of the Contract Documents, excepting only liability arising out of the sole negligence or willful misconduct of the County. The parties stipulate that any such claims, demands, losses, defense costs, or liabilities would be above, beyond, and entirely separate from, those damages which would be liquidated pursuant to Article 6.

**ARTICLE 18 - CONTRACT MATERIALS:** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**ARTICLE 19 - RELATIONSHIP OF PARTIES:** Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**ARTICLE 20 - ASSIGNABILITY AND SUBCONTRACTING:** Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract

without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**ARTICLE 21 - COMPLIANCE WITH LAWS:** All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. (This paragraph may be deleted without County Counsel Review if not relevant to this agreement)

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**ARTICLE 22 - NON-DISCRIMINATION AND OTHER REQUIREMENTS:**

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. (If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)

**ARTICLE 23 - COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE:** Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**ARTICLE 24 - PAYMENT OF PERMITS/LICENSES:** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**ARTICLE 25 - ACCOUNTING/RETENTION OF RECORDS:**

- a. Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and the Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- b. Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- c. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**ARTICLE 26 - MISCELLANEOUS PROVISIONS:**

- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement between the parties, oral or written, including the County's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The County makes no representations or warranties, express or implied, not specified in this Agreement.
- b. Execution of Other Documents: The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

c. Execution in Counterparts: This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

d. Binding Effect: Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the County and their respective successors and assigns.

e. Severability: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

f. Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

g. Assignment of Agreement: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the County.

h. Written Notice: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail or courier to the last business address known to it who gives the notice.

i. Electronic Signature. Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

j. Controlling Law; Venue. The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. In the event of breach or other dispute arising out of this Agreement, County reserves the right to pursue all remedies, legal, contractual, administrative or otherwise against Contractor, including the recovery of any sanctions and penalties authorized by law.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

CONTRACTOR,

(By signing below, also certifies awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Worker's Compensation Law.)

By:

Signature

Date

Type or Print Name:

Craig Caron

Official Capacity:

President



County of San Mateo

By:  Resolution No. 080345  
Mr. Warren Slocum  
President of the Board of Supervisors

5/21/2024

Date

County of San Mateo - Attestation

By:   
Mr. Mike Callagy  
County Executive Officer

5/21/2024

Date

**Note to Contractor:**

a. For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice president; the second signature must be that of the secretary or chief financial officer. The signatures must be acknowledged by a Notary Public and seal attached.

b. If Partnership, all partners should sign under the partnership name. The signatures must be acknowledged by a Notary Public and seal attached.

## PERFORMANCE BOND

County of San Mateo ("County") and Interstate Grading & Paving, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation which are necessary, convenient, and proper to construct:

**Stone Pine Cove Farmworker Housing Project – Grading and Site Improvements  
880 Stone Pine Drive  
Half Moon Bay, CA 94019**

WHEREAS, the Agreement between the County and the Contractor dated \_\_\_\_\_, 2024, and all of the documents attached to or forming a part of the Contract Documents, are hereby referred to and made a part hereof; and

WHEREAS, the Contractor is required by the Agreement, before entering upon the performance of the work, to file a good and sufficient bond with the County to ensure Contractor's good and faithful performance thereunder.

NOW, THEREFORE, the Contractor and \_\_\_\_\_ ("Surety"), as Corporate Surety, hereby bind themselves, their heirs, executors, administrators, successors, or assigns, jointly and severally, unto the County in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid to the County upon the occurrence of the condition set forth below.

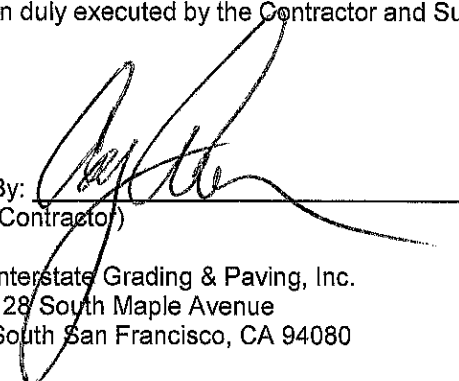
THE CONDITION OF THIS OBLIGATION IS that if the Contractor shall fail to well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of the Agreement during the original term of the Agreement and any extensions thereof that may be granted by the County, and during the life of any guaranty required under the Agreement, or shall fail to well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of any and all duly authorized modifications to the Agreement that may hereafter be made, then the Surety shall indemnify the County for any damage or loss suffered thereby. In case suit is brought upon this bond the Surety shall pay all court costs, expenses and reasonable attorney's fees.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same, shall in any way diminish the Surety's obligation on this bond, and the Surety does hereby waive notice of any such change, extension, alteration, or addition.

SHOULD THE CONDITION of this bond be fully performed, this obligation becomes void; otherwise the obligation shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Notary Seal)

By:   
(Contractor)

Interstate Grading & Paving, Inc.  
128 South Maple Avenue  
South San Francisco, CA 94080

By: \_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

The rate or premium of this bond is \_\_\_\_\_ per Thousand Dollars; the total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by Corporate Surety).

**PAYMENT BOND**  
(Labor and Material)

County of San Mateo ("County") and Interstate Paving & Grading, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

**Stone Pine Cove Farmworker Housing Project – Grading and Site Improvements**  
**880 Stone Pine Drive**  
**Half Moon Bay, CA 94019**

WHEREAS, the Agreement between the County and the Contractor dated \_\_\_\_\_, 2024, and all of the documents attached to or forming a part of the Contract Documents, are hereby referred to and made a part hereof; and

WHEREAS, the Contractor is required by the Agreement, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded to secure the claims arising under the Agreement.

NOW, THEREFORE, the Contractor and the undersigned \_\_\_\_\_ ("Surety"), as Corporate Surety, hereby bind themselves, their heirs, executors, administrators, successors, or assigns, jointly and severally, unto the County for the use and benefit of all persons provided under Civil Code section 9554, subdivision (b), in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS that if the Contractor or a subcontractor, or their heirs, executors, administrators, successors, or assigns fails to pay any of the persons named in Civil Code section 9100, or any of the amounts due as specified in Civil Code section 9554, subdivision (b), Surety will pay the same in an amount not exceeding the amount hereinabove set forth. Additionally, Surety shall pay all court costs, expenses and reasonable attorneys' fees as fixed by the Court associated with any suit brought upon this bond, including costs and attorneys' fees incurred by the County.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IT IS FURTHER EXPRESSLY STIPULATED AND AGREED that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same, shall in any manner diminish the Surety's obligations on this bond, and the Surety does hereby waive notice of any such change, extension, alteration, or addition.

SHOULD THE CONDITION of this bond be fully performed, then this obligation shall become void; otherwise the obligation shall be and remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and  
Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)

By: \_\_\_\_\_  
(Contractor)

Interstate Grading & Paving, Inc.  
128 South Maple Avenue  
South San Francisco, CA 94080

By: \_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

The rate or premium of this bond is \_\_\_\_\_ per thousand; the total amount of premium  
charged, \$\_\_\_\_\_.

(The above must be filled in by Corporate Surety).

## GENERAL CONDITIONS

### Article 1 DEFINITIONS.

- 1.1 Project Manager: Individual designated to represent the County. The term "County" shall also be defined to include the County's Representative. The Project Manager will be the Contractor's primary contact during construction of the Project.
- 1.2 Day: The term "day" as used in the Contract Documents shall mean calendar day.
- 1.3 CO: Change Order.
- 1.4 COR: Change Order Request.
- 1.5 Submit/Submission: An application for payment, request for information, substitution, or change order or requests for approval of samples or submittals or shop drawings. Includes resubmission after initial denial or direction to provide additional information.
- 1.6 Substantial Completion: Substantial Completion is the stage in progress of the Work when the Work or designated portion thereof is complete in accordance with the Contract Documents, except for minor punch list items, that the building may be Beneficially Occupied.
- 1.7 Final Completion: The point at which Contractor fully completes all contract work including punch list work and has submitted closeout documentation to the satisfaction of the County and Project Manager.

### Article 2 CONTRACT DOCUMENTS.

- 2.1 The Contract Documents are the following:
1. Agreement
  2. Bid Form
  3. Bid Bond
  4. Payment Bond
  5. Performance Bond
  6. Insurance Forms
  7. Notice to Bidders and Instructions
  8. Designation of Subcontractors Form
  9. Non-Collusion Affidavit
  10. Iran Contracting Act Certification
  11. General and Special Conditions
  12. Conditional Waiver and Release Upon Progress Payment for General Contractor
  13. Conditional Waiver and Release Upon Progress Payment for Subcontractor (when requested)
  14. Unconditional Waiver and Release Upon Progress Payment for General Contractor
  15. Unconditional Waiver and Release Upon Progress Payment for Subcontractor (when requested)
  16. Conditional Waiver and Release Upon Final Progress Payment for General Contractor
  17. Conditional Waiver and Release Upon Final Progress Payment for Subcontractor
  18. Contractor's Affidavit of Release of Liens
  19. Consent of Surety Company to Final Payment
  20. Contractor's Affidavit of Payment of Debts and Claims
  21. Contractor's Affidavit of Payment of Prevailing Wage

- 22. Subcontractor's Affidavit of Payment of Prevailing Wage
- 23. Supplementary Conditions (if applicable)
- 24. Plans and Specifications and Drawings
- 25. County's Schedule of Milestones
- 26. Other Forms and Attachments (if applicable)
- 27. Addenda or Clarifications to any of the above

- 2.2 The County must approve any additions to the listed Contract Documents. Any modification amending or extending the Work covered by the Contract Documents shall be as binding as if originally included in the Contract Documents.
- 2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution, completion, and operation of the Project. It is not intended that work not covered under any heading, section, branch, class, or trade of the specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.
- 2.4 The organization of the specifications into divisions, sections, and articles, and the arrangement of drawings shall not control the Contractor in dividing the Project among subcontractors or in establishing the extent of work to be performed by any trade. Neither the stated description nor the division of the Plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.
- 2.5 The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as it sees fit to the various sub-contractors. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular sub-contractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the Plans or Specifications.
- 2.6 Intent of Drawings and Specifications.
- 2.6.1 The Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both its and the subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all contract Work must be verified prior to fabrication by taking field measurements of the true conditions. The Contractor shall take, and assist subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall bring such discrepancies to the attention of the Project Manager for adjustment immediately and in any case before proceeding with the Work. The Contractor shall be responsible for the proper fitting of all Work and for the coordination of all trades, subcontractors and persons engaged upon this Contract.
- 2.6.2 It is the intent of the Contract Plans and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted. These Plans and Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether or not particularly mentioned or shown.
- 2.6.3 The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if

indicated in both. In the case of conflict or inconsistency, the Supplementary Conditions (if any) shall control over the General Conditions and the specifications shall control over the drawings. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, written dimensions shall govern over scaled dimensions and figured dimensions shall control over scaled measurements. In all cases, the more costly or expensive interpretation is deemed to control and is to be the interpretation incorporated into the Contract Documents and Contract Sum.

- 2.7 Ambiguities, Errors, and Inconsistencies: If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with Contractor's full guarantee of the Work involved, the Contractor shall promptly bring its opinion and the basis for it to the attention of the Project Manager for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Project Manager, who will issue instructions or corrections.
- 2.8 Lines and Planes: All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.
- 2.9 Standards: The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice to Bidders for the Project. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.
- 2.10 Reference to the Singular: Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

**Article 3      PROJECT MANAGER.**

- 3.1 Nothing contained in the Contract Documents shall create any contractual relationship between the Project Manager and the Contractor.
- 3.1.1 References to; Owner's Representative, Construction Manager, Capital Program Management (CPM), or similar will be construed as references to The Project Manager as defined in this article.
- 3.1.2 For the purposes of this Contract, Steven McGuckin, representative of Capital Program Management (CPM) is the Project Managers
- 3.2 The Project Manager will be the County's representative during construction and until final payment. Unless directed otherwise herein, all communications and correspondence from the Contractor shall be directed jointly to the Project Manager and the County.

- 3.3 The Project Manager shall at all times have access to the Project wherever it is in preparation and progress.
- 3.4 The Project Manager will make periodic visits to the Project site to familiarize themselves with the progress and quality of the work, determine in general if the Project is proceeding per the Contract Documents, and keep the County informed of its observations.
- 3.5 Based on such observations and the Contractor's applications for payment, the Project Manager will determine and verify the amounts owing to the Contractor and will issue recommendations for payment to the County as provided herein.
- 3.6 The Project Manager's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 3.7 The Project Manager and Inspector of Record will have authority to reject work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, the Project Manager considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Project or any portion thereof, or to require special inspection or testing of the work as provided herein whether or not such work be then fabricated, installed or completed. However, neither the authority to act under this subparagraph, nor any decision made by the Project Manager in good faith, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.
- 3.8 Submittals.
- 3.8.1 All submittals are due within 30 calendar days of contract award. Long lead time items are required to accommodate project schedule. The Project Manager will monitor the submittal process. The Project Manager will review or take other appropriate action upon the Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the information given and design concept expressed in the Contract Documents. Contractor shall assume that the Project Manager may take as many as ten (10) work days to review submittals and shall include such review period in its Project schedule. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
- 3.9 The Project Manager will have authority to order minor changes in the Project after notifying the County. The Project Manager will prepare change orders in accordance with the Contract Documents. Upon a change order request by the County, the Contractor is to submit a breakdown of all costs and/or credits incurred to accomplish the requested change. The breakdown is to be of sufficient detail to allow justification of additional costs and/or credits. All change orders shall be signed by the County, Project Manager, Engineer, and Contractor.
- 3.10 The Project Manager will conduct inspections to determine the dates of Substantial Completion and Final Completion. The Project Manager will receive written guarantees and waivers and related documents required of and assembled by the Contractor, and, upon review by the design team, will recommend issuance of a final certificate of payment.
- 3.11 The duties, responsibilities and limitations of authority of the Project Manager as the County's representative during construction as set forth in these General Conditions will

not be modified without written consent of the County which the modification will be shown to the Contractor.

- 3.12 The Project Manager will not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of its agents or employees, or any other persons performing any of the work.

**Article 4      THE COUNTY.**

- 4.1 The County shall not be held responsible for delays caused by the period of time during which the Building Department or any other state or local government agency reviews change order requests, requests for information or submittals unless (and then only to the extent to which) the County caused the delay.

4.2      Information and Services:

- 4.2.1 The County shall furnish all existing surveys describing the physical characteristics, known utility locations, legal limitations, and a legal description of the Project site.

- 4.2.2 Except as provided herein, the County shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

- 4.2.3 The County shall forward all instructions to the Contractor through the Project Manager.

- 4.2.4 The County will reimburse the Contractor with no additional markup for all fees and permits required by the County Building Department.

- 4.3 County's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out any portion of the work for the Project in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the additional services of the Architect, and Engineers, and other representatives and consultants made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, County shall have the right to recover the difference from the Contractor or its sureties.

4.4      Use of Completed Parts of the Work before Acceptance.

- 4.4.1 Prior to Substantial Completion, whenever the work or any part thereof is in a condition making use thereof possible, and the best interest of the County requires such use, the County may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at the County's expense.

- 4.4.2 The use by the County of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof and shall not constitute Substantial Completion until the County may take Beneficial Occupancy, as such is defined in these General Conditions. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract nor act as a waiver by the County of any of the conditions thereof. Contractor shall continue to maintain all required insurance on the Project.

**Article 5      CONTRACTOR.**

**5.1      Review of Contract Documents.**

- 5.1.1 The Contractor shall carefully study and compare the Agreement, general conditions, drawings, specifications, addenda and modifications and shall at once report to the Project Manager any error, inconsistency or omission it may discover. The Contractor shall do no work without proper drawings and specifications or interpretations. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
- 5.1.2 The County will not be responsible for the cost of delays related to Contractor's failure to submit complete RFIs, submittals, or requests for substitution in sufficient time to receive a response prior to commencement of the related work.
- 5.1.3 The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the County's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the Project Manager, Architect, Engineer, or County Building Department in the performance of such duties.
- 5.1.4 Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Project Manager for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- 5.1.5 Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the County due to defective or ill-timed work shall be borne by the Contractor.

**5.2      Personnel.**

- 5.2.1 All persons working for Contractor and subcontractors on the Project will refrain from using profane or vulgar language, or any other language that is inappropriate if it were spoken by employees of the County, on the job site. The contractor will take all reasonable measures to ensure that its personnel and personnel of all subcontractors comply with this Section 5.2.1 of these General Conditions.
- 5.2.2 The Contractor shall employ a full-time, on-site, English speaking, competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work, who shall be designated in writing by the Contractor prior to commencement of work on the Project. The superintendent shall have

a minimum of five (5) years of experience as the primary superintendent of similarly sized, similarly scoped projects. The superintendent shall be satisfactory to the County and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The superintendent shall not be changed without the written consent of the County unless the superintendent ceases to be employed by the Contractor.

5.2.2.1 In the event that the superintendent is no longer employed by the Contractor, an immediate replacement is acceptable but must be submitted for review and approval by The County. If the county does not approve of the replacement, they may remain on-site with assistance from other Contractor personnel until a suitable replacement can be found.

5.2.3 The Contractor shall employ a competent estimator and necessary assistants, or contract for sufficient services of an estimating consultant who shall be designated in writing by the Contractor prior to commencement of work on the Project. The estimator shall have a minimum of five (5) years of experience in estimating. The estimator shall be satisfactory to the County and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The estimator shall not be changed without the written consent of the County unless the estimator ceases to be employed by the Contractor.

5.2.4 The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant who shall be designated in writing by the Contractor prior to commencement of work on the Project. The scheduler shall have a minimum of five (5) years of experience in scheduling. The scheduler shall be satisfactory to the County and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The scheduler shall not be changed without the written consent of the County unless the scheduler ceases to be employed by the Contractor.

5.2.5 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

5.2.6 If the Contractor or any subcontractor on the Project site fails to comply with any provision of this paragraph 5.2 of these General Conditions, the County may have the non-complying person(s) immediately removed from the Project site. Such person(s) shall be replaced, at no additional expense to the County, within three (3) days of such removal. The Contractor, on behalf of it and its subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance of its duties under this Contract.

### 5.3 Subcontractors.

5.3.1 Within ten (10) days of the date that the County executes the Agreement, the Contractor shall provide the Project Manager with signed contracts with all of its subcontractors (including those which need not be listed in the Bid), and a typed list of all subcontractors, which shall include the following information:

1. Address
2. Telephone and Facsimile numbers
3. Contractor's License Type and Number
4. Contractor's DIR Number
5. Contact Person
6. Portion of Work to be Performed
7. Subcontractor Bid Proposal
8. Contract Amount

- 5.4 The list shall be accompanied by proof of all required bonds to be carried by subcontractors.
- 5.4.1 If the Contractor elects to enter into any subcontract for any section of the work, the Contractor assumes all responsibility for ascertaining that the sub-contractor for the work is competent, solvent and thoroughly acquainted with all conditions of the work and has included all materials and appurtenances in connection therewith.
- 5.4.2 It shall be the responsibility of the Contractor to notify its Subcontractors of all portions of specifications or plans that the Contractor intends to include as part of the subcontract.
- 5.4.3 The Contractor shall insert the following language into all of its contracts with its subcontractors: "[Subcontractor's name] hereby warrants that it has reviewed all portions of [contractor's name]'s contract with the County, including all scheduling requirements. Such Contract Documents are hereby incorporated into this Agreement, and subcontractor shall be as responsible for carrying out the provisions thereof which relate to its scope of work as if it had contracted directly with the County."
- 5.4.4 The Contractor shall be responsible to its subcontractors for damages justifiably incurred by the subcontractors, including delay damages, except those which are caused by the action or inaction of that subcontractor or those with whom that subcontractor has contracted. The Contractor shall be responsible to the County for the acts and omissions of all employees, agents and all other persons performing any of the work on behalf of the Contractor or any subcontractor.
- 5.5 Communication Procedures.
- 5.5.1 The Contractor shall attend a mandatory Pre-Construction Conference, during which the County's Representative, Design Team, and Project Inspector shall review the Project reporting procedures and other requirements.
- 5.5.2 The Contractor shall meet weekly with the County's Representative, Design Team, and Project Inspector to review the project status. The Contractor shall provide copies of its superintendent's daily logs for the previous week, current project schedules and logs of outstanding submittals, requests for information, and requests for change orders (which shall include respective dates of submittal and required responses and shall designate the party whose response is pending).
- 5.5.3 The Project Manager will prepare minutes of the weekly construction meetings describing all agreements and commitments made (including who made them and when the commitments are to be fulfilled) and shall endeavor to distribute a copy to each required attendee, whether its representative attended or not, within three (3) days. Attendees will have two (2) days after receipt of the minutes to advise the Design Team of any difference in understanding of what occurred at the meeting.
- 5.5.4 When the Contractor sends correspondence regarding samples, submittals, or shop drawings, Contractor shall send them to the Project Manager who will forward them onto the appropriate party(ies).
- 5.6 The Contractor shall supervise and direct the work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project under the Contract Documents.
- 5.7 Timing of Design Team Review.
- 5.7.1 The Contractor shall provide a revised and updated Priority Schedule with each RFI and submittal. The Priority Schedule shall include a listing of pending requests, including the most current request, ranked in order of priority.

5.7.2 The Project Manager shall endeavor to respect the Contractor's requested order of priorities. The total response time is subject to the complexity of the RFIs and submittals, the number of RFIs or submittals submitted concurrently and any re-prioritization by the Contractor.

5.7.3 The County will not be responsible for the costs of delays related to Contractor's failure to submit RFIs, submittals, or requests for substitution in sufficient time to receive a response prior to commencement of the related work.

5.8 Shop Drawings, Product Data, Samples and Similar Submittals.

5.8.1 Shop Drawings are drawings, diagrams, illustrations, schedules, and other data that is specifically prepared by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

5.8.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

5.8.3 Samples are physical examples, which illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.

5.8.4 Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

5.8.5 All submittals shall be forwarded to the Project Manager within thirty (30) days of issuance of the Notice to Proceed if not requested earlier in the scope of work or supplementary conditions document. Contractor must make any request for extension of this time period within this time for any incomplete submittal. Any such request must include a schedule reflecting the anticipated submission, which incorporates adequate time for review and procurement, so as not to impede progress of the Project.

5.8.6 The Contractor shall perform no portion of the work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Project Manager. All such work shall be in accordance with approved submittals. In the event Contractor makes substitutions in materials, equipment, or designs without approval of the County and Design Team, the Contractor shall remove the improper material and install the correct material and restore the area as if the unapproved substitution had never occurred.

5.8.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor thereby represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the work, Schedule, and Contract Documents.

5.8.8 Samples which are of value after testing will remain the property of the Contractor.

5.8.9 All requests for substitution shall be submitted the Project Manager no fewer than ten (10) days prior to the bid date. The Contractor shall clearly identify any request for substitution and provide sufficient product data to facilitate review by the Design Team. No substitutions will be considered for any board-approved County standard items.

5.9 Requests for Information.

- 5.9.1 The Contractor shall review any request for information prior to submission to the Project Manager to ensure that the information requested in such RFI is not already provided in the Contract Documents. RFIs shall contain information regarding any potential cost or schedule impacts. RFIs shall come only from the Contractor and not from any subcontractor.
- 5.10 Whenever the Contractor arranges to work at night, or at any time when work is not usually in progress, or to vary the period during which work is carried out each day, it shall obtain advance approval from the County. Such work shall be done without extra compensation to the Contractor, and such additional inspection costs shall be chargeable to the Contractor providing such work is not performed at the request of the County to meet an earlier completion time than that established in the Agreement.
- 5.11 The Contractor shall maintain at the site for the County one stamped copy of all drawings, specifications, addenda, approved shop drawings, change orders, and other modifications, in good order and marked to record all changes made during construction, which shall be available to the County's Representative, Design Team, and Project Inspector. The drawings, marked to record all changes made during construction, shall be delivered to the County upon completion of the Project.
- 5.12 Review of the Contractor's submittals shall not:
1. relieve the Contractor of any of the Contractor's obligations;
  2. constitute approval of safety precautions, construction means, methods, techniques or procedures;
  3. relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Project Manager in writing of such deviation at the time of submission and the Project Manager has given written approval of such deviation; or
  4. Indicate approval of an assembly of which the item is a component.
- 5.13 Temporary Office and Site Conditions.
- 5.13.1 The Contractor shall obtain County Approval for any space or area used for temporary facilities and staging requirements.
- 5.13.2 The Contractor shall obtain permits for, install and maintain in safe condition whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work or pursuant to State or local regulations. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable federal, state and local codes and regulations.
- 5.14 Portable chemical toilets or water closets and urinals shall be provided by the Contractor for the use of its employees, trade contractors, subcontractors and their employees; and in no case shall the permanent plumbing fixtures of buildings on the site be used for such purpose without written consent of The Owner.
- 5.14.1 The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the project and shall make any necessary repairs caused by such use and removal.
- 5.14.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

- 5.14.3 The Contractor will provide, at its expense, water and utilities, including telephone, including all connections and related charges.
- 5.14.4 The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service.
- 5.14.5 The Contractor shall submit written request to the County for any utility shut downs no fewer than five (5) days prior to any utility (including, but not limited to, water, electricity, gas, and sewer) being disconnected or turned off, and shall inform the County of the anticipated duration of the unavailability of such utility.
- 5.15 Contractor's Safety Program.
- 5.15.1 Each Contractor who will perform work at the site shall prepare and submit to the County for general review a safety program, as required by the Contract Documents and all other governing laws and ordinances. The safety program, in addition to normal regulatory and statutory requirements of a safety program, will address the additional requirements to provide for the safety of anyone using the school site, to separate the construction area from the remaining school property, and to prohibit the use of school facilities by Contractor's employees unless specifically permitted otherwise.
- 5.15.2 The County, the Project Manager, the Design Team, and their representatives shall not be responsible for Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precaution associated therewith, or for the coordination of any of the above with others at the site.
- 5.16 The Contractor shall perform all the work required by the Contract Documents and furnish all labor, materials, plant, equipment, tools and appurtenances necessary to perform said work and complete it within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice.
- 5.17 Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the Contract Plans and Specifications for the completed structure, and shall restore finishes to the satisfaction of the Project Manager. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.
- 5.18 The Contractor shall cooperate and coordinate with technical inspection and testing required of other contractors.
- 5.19 The Contractor shall submit Quality Control Reports as specified in Division 01 45 00 – Quality Control, and each Technical Specification section.
- 5.20 Instructions and Manuals.
- 5.20.1 Prior to Final Completion of the Project, the Contractor shall compile manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates, and provide two (2) electronic copy in an organized manner. This information shall then be submitted to the Project Manager for approval within seven (7) days of Substantial Completion.

- 5.20.2 The Contractor shall instruct the County's personnel in the operation and maintenance of the more complex equipment incorporated into the Project prior to final acceptance of the Project.
- 5.20.3 Receipt of complete instructions and manuals by the Design Team is a condition precedent to release of payments by the County to the Contractor.
- 5.20.4 All manufacturers' application/installation instructions shall be given to the Project Manager at least ten (15) work days prior to first material application or installation of the item.
- 5.21 The Contractor shall maintain at the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments shall be withheld until such time as the record set is brought up to date.
- 5.22 The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic at the Project site, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference, shall maintain it in satisfactory condition as long as the interference continues and shall coordinate and obtain the approval of the authority having jurisdiction over the affected right of way or property all without extra payment unless otherwise expressly stipulated in the Contract Documents.
- 5.23 Project Completion.
- 5.23.1 When the work to be performed under this Contract is completed to the point that the County can take Beneficial Occupancy, the Contractor shall notify the Project Manager in writing. The Contractor, Project Manager, Design Team, Project Inspector and subcontractor representatives shall thereafter inspect the work. As a result of this inspection, the Design Team will prepare a list of items that are incomplete or not installed according to the Contract Documents (the "punch list"). Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract.
- 5.23.2 After receipt of the "punch list" the Contractor shall have seven (7) days to make good, correct or otherwise properly address all items. If it is not feasible to complete all items within the stipulated time the Contractor shall immediately submit in writing a request for time extension including an explanation for such request. Should the Contractor not complete all items within the allotted time the County reserves the right to perform the work per section Article 11 of the Agreement.
- 5.23.3 On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, the County will issue a Notice of Acceptance to the Contractor and file a Notice of Completion with the County Recorder.
- 5.23.4 If, through no fault of the County, more than one inspection is required to determine whether the punch list has been completed, the Contractor will be back charged for the costs of the County's representatives' time, at the rate of Seven Hundred Fifty Dollars (\$750) per additional inspection.

- 5.23.5 Final cleaning, such as removal of rubbish, excess materials, falsework, temporary structures, equipment, and other finish operations normally required on newly installed work shall be taken to indicate the required finished conditions of the various new and existing surfaces at the time of acceptance. At the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed in all areas of the Project. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed. Finally, the play field/equipment, streets and planting spaces shall be clean and in good order. Such measures shall be taken to the satisfaction of the Project Manager.
- 5.23.6 Prior to Final Completion of the Project, the Contractor shall submit one set of as-built drawings on a clean set of plans for the Project Manager review and Design Team approval. This information shall then be submitted to the Project Manager for approval within twenty-eight (28) days of substantial completion.
- 5.24 The Contractor and subcontractors shall investigate and become aware of the amount of time required for the manufacture and delivery of all equipment and materials required to perform the work under this Contract. No extension of time or damages shall be granted due to failure to order said equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- 5.25 The Contractor and subcontractors shall provide and maintain sufficient labor, materials, and equipment to ensure a rate of construction progress that will complete the Project within the time specified and according to the schedule of work. If, in the County's reasonable discretion, the Contractor and/or its subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the County may direct the Contractor to (1) provide additional labor, materials or equipment; (2) work additional hours, holidays or weekends; and/or (3) contract with a Subcontractor without additional cost to the County until the work is progressing in a manner satisfactory to the County. Failure to prosecute the work in a timely manner and according to the Project schedule shall be a material breach of Contract and is cause for termination of the Contract pursuant to Article 10 of the Agreement between the parties.
- 5.26 If any person or subcontractor employed by the Contractor appears to the County to be incompetent, he shall be discharged immediately upon the request of the County, and such subcontractor or person shall not again be employed on the Project.
- 5.27 Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the Project.
- 5.28 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Project, Contractor shall remove all Contractor's waste materials and rubbish from and about the Project as well as Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up, the County may do so and charge the cost to the Contractor.

## **Article 6      SEPARATE CONTRACTS.**

### **6.1      County's Right to Award Separate Contracts.**

- 6.1.1 The County reserves the right to award other contracts in connection with other portions of the Project under these or similar conditions.

- 6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

6.2 Mutual Responsibility of Contractors.

- 6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate Contractor's work with theirs.
- 6.2.2 If Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Project Manager any patent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report such shall constitute acceptance of the other contractor's work as fit and proper to receive work.
- 6.2.3 If, through acts of negligence on the part of this Contractor, any other contractor or subcontractor shall suffer loss or damage to the work, this Contractor shall make a reasonable effort to settle with such other contractor and subcontractor. If such other contractor or subcontractor shall assert any claim against the County, the Project Manager, or Design Team, on account of any damage alleged to have been so sustained, the County, the Project Manager, or Design Team shall notify this Contractor which shall defend such proceedings at its own expense and indemnify and save harmless the County, Project Manager, and Design Team from any such claim.

6.3 Cutting & Patching Under Separate Contracts.

- 6.3.1 The Contractor shall do all cutting, fitting, or patching of work that may be required to fit it to receive or be received by the work of other contractors shown upon, or reasonably implied by, the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Project Manager and Design Team.
- 6.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

**Article 7 PERFORMANCE AND PAYMENT BONDS.**

- 7.1 In order to ensure that any Change Order work will be as fully bonded as work envisioned under the original Contract Documents, the Contractor shall provide, within five (5) days of the Execution Date of the Agreement, written proof, satisfactory to the County, that (1) it has pre-reserved bonding capacity in the amount of One Hundred Fifteen Percent (115%) of the Contract amount; or (2) its bonding company will bond any Change Order work which may be added to the Contract.
- 7.2 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the County, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within ten (10) days after notice given by the County to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the County in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such ten (10) day period to substitute another and sufficient surety, the Contractor shall, if the County so elects, be deemed to be in material breach of the Agreement and to be in default with respect to the payment bond, and the County, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the

Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay as aforesaid, shall have justified on the bonds, and the monies so deducted shall be held by the County as collateral security for the performance of the conditions of the bonds.

- 7.3 Corporate sureties on these bonds and on bonds accompanying bids must be admitted surety insurers as defined in California Code of Civil Procedure section 995.120(a), legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the County. Bond forms are furnished herewith.

## **Article 8      PAYMENTS AND COMPLETION.**

- 8.1 Before the first application for payment, the Contractor shall submit to the Project Manager a schedule of values of the various portions of the Project, including quantities aggregating the total Contract Sum set forth in Article 5 of the Agreement, divided so as to facilitate payments to subcontractors, prepared in such form as specified, supported by such substantiating data as the Project Manager may require. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule, when approved by the Project Manager and Design Team, shall be used as a basis for the Contractor's applications for payment under the terms of the Agreement. Should any scope of work be later deleted in its entirety by Change Order, the value of that work shall be as stated in the schedule of values. Contractor agrees to provide subcontractor invoice or application of payment if requested by the County of San Mateo.

### **8.2      Progress Schedules.**

- 8.2.1 Contractor shall, prior to commencing construction and with each application for payment, submit to the Project Manager a Critical Path Method (CPM) schedule for the remainder of the Project showing anticipated beginning and ending dates for all critical path activities and the logical connection between and among such activities. Any changes in logic on subsequent schedules must be noted.
- 8.2.2 If Contractor wishes to construct the Project in a shorter period of time than that stated in Article 4 of the Agreement, any difference between the Contractor's desired performance period and the stipulated performance period shall be incorporated into the schedule as float.
- 8.2.3 Either party responsible for an event or condition which delays the Project shall be entitled to take advantage of any remaining float in the Contractor's Progress Schedule.
- 8.2.4 Submission of schedules pursuant to this paragraph is a condition precedent to payment. Even if Contractor does not submit a Progress Payment Request, it must submit all other documents which are required to be submitted with the Request at the designated time.

### **8.3      Releases.**

- 8.3.1 The Contractor shall submit the following with each specified application for payment.
- 8.3.1.1 Progress Payment. Contractor shall submit the following documents in support of all applications for a progress payment:
- Application for Payment on the standard AIA Form. (Each Application for Payment shall be consistent with previous applications and payments as certified by the Design Team and shall include any the signatures of the Project Manager and Project Inspector.)
  - A conditional waiver and release upon progress payment from the General Contractor.

- Subcontractor monthly invoice or pay application
- An unconditional waiver and release upon progress payment from the General Contractor and, the unconditional waiver and release for each subcontractor.
- Schedule of Values.
- Certified Payroll for the General Contractor and all Subcontractors MUST be submitted as required under section 16461 of Title 8 of the California Code of Regulations and as may be required by any additional County and Project-specific requirements, which the County will inform Contractor of. As required under section 16461(b) of Title 8 of the California Code of Regulations, certified payroll for state funded projects shall be submitted to the Department of Industrial Relation's Compliance Monitoring Unit at least monthly. The County and/or the Owner's Representative will detail in writing any additional submittal requirements and such additional requirements shall be deemed incorporated herein by reference. Certified Payroll cannot be more than two weeks in arrears for each payment application submitted. At the end of the Project ALL certified payroll must be submitted before Final Retention is released. Contractor will cooperate with any efforts by the Compliance Monitoring Unit to confirm the accuracy of payroll records submitted by Contractor and will include in its contracts with subcontractors a requirement that such subcontractors will likewise cooperate.

**Note: The Contractor understands and agrees that it is required to retain copies of all certified payroll records for this Project for a minimum of 3 years after project completion and the Contractor will include in its contracts with all subcontractors a requirement that they retain certified payroll records for this Project for a minimum of three years after project completion.**

8.3.1.2. Final Progress Payment. Contractor will submit the following in support of an application for Final Progress Payment:

- All of the above documents listed as required under Section 8.3.1.1., above, for a "Progress Payment".
- A Conditional waiver and release upon FINAL progress payment from Contractor and each subcontractor.

8.3.1.3. Retention Payment. A Notice of Completion (NOC) will be filed after the County approves the Project as complete. Retention may be released, at a minimum, 31 days after filing of the NOC with the County Recorder.

- All of the above documents listed above under Section 8.3.1.1. as required for a "Progress Payment." (Note: Payment application MUST note "Final Retention")
- If an Escrow Account has been set up, a letter to the Escrow holder, requesting release of funds, MUST accompany this application.
- An Unconditional waiver and release upon FINAL progress payment from the Contractor and release of liens evidenced by an Affidavit of Release of Liens (see below).

**The following Notarized Affidavits MUST be submitted with the Final Retention Payment Request**

- Contractor's Affidavit of Release of Liens.
- Contractor's Affidavit of Payment of Debts and Claims.
- Consent of Surety Company to Final Payment
- Affidavit from the General Contractor certifying that during ALL payroll periods for ALL personal employed by Contractor under this project have been paid the specified prevailing rate as per diem wages and any amounts due pursuant to Section 1813 of the California Labor Code

8.3.2 An Affidavit, signed by each subcontractor, under penalty of perjury, that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on this public works project and any amounts due pursuant to Section 1813 (LC1775 (b)(4))

8.3.3 If the Contractor is unable to comply with paragraph 8.3 for an individual subcontractor due to a dispute about the subcontractor's quality of work or scope of work, the Contractor shall submit a statement to the Project Manager stating such, in lieu of that Waiver and Release.

#### 8.4 Payments Withheld.

8.4.1 The Project Manager, Design Team, or County may also decline any applications for payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any certificate of payment previously issued to such extent as may be necessary, in its opinion to protect the County from loss because of, but not limited to:

1. defective work not remedied;
2. reasonable doubt that the Project can be completed for the unpaid balance of the Contract Sum;
3. reasonable indication that the Project will not be completed within the contract time;
4. unsatisfactory prosecution of the work by the Contractor;
5. Contractor's failure to pay subcontractors or materialmen;
6. damage to another contractor;
7. failure to provide waivers, schedules, labor compliance and other required documentation; or
8. Breach of any provision of the Contract Documents.

8.4.2 When any of the factors listed in Article 8.4 of these General Conditions resulting in withholding of payment is satisfactorily addressed by the Contractor, payment shall be made for amounts withheld because of them.

8.4.3 The granting of any progress payment or payments by the County or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material.

8.4.4 It is mutually understood and agreed that when under any provision of this Agreement the County shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the County from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion or termination of the Agreement such monies due the Contractor are found insufficient to cover the County's charges against it, the County shall have the right to recover the balance from the Contractor or its sureties.

8.5 Completion and Final Payment. Upon receipt of written notice that the Project is ready for final inspection and acceptance, and upon receipt of a final application for payment, less retention, the Project Manager, Project Inspector, and Design Team will promptly make such inspection. When the Project Manager finds the Project acceptable under the Contract Documents and the Agreement fully performed, the Project Manager will process the Contractor's final pay application and include a statement indicating that to the best of its knowledge, information, and belief, and on the basis of observations and inspections, the Project has been completed in accordance with the terms and conditions of the Contract Documents and that it recommends payment of the remainder of the Agreement balance.

### Article 9 PROTECTION OF PERSONS AND PROPERTY.

- 9.1 Until Substantial Completion of the Project, the Contractor shall have the charge and care of all work, complete or incomplete, permanent or temporary, and of the materials to be used therein, including materials for which it has received partial payment.
- 9.2 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to the following until the work is accepted by the County:
1. all employees of the Contractor, subcontractors of every tier, and their respective agents, officers, employees or representatives on the Project and all other persons who may be affected thereby;
  2. all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, its subcontractors, sub-subcontractors or their officers, agents or employees; and
  3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 9.3 If the Contractor encounters any facilities or utilities not shown on the drawing or reasonably inferable therefrom, it shall promptly notify the Project Manager, and it shall do no further work which may cause damage to same.
- 9.4 If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be addressed through Change Order.
- 9.5 The Contractor shall obtain permits for, install and maintain in safe condition all barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Agreement.
- 9.6 Contractor shall not endanger any Project Work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other Contractor except with the written consent of the Project Manager and the Design Team, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon. If necessary, Contractor shall provide calculations proving the safety in so doing.
- 9.7 If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work and to permit thorough inspection of same.
- 9.8 Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.
- 9.9 The Contractor and each subcontractor of every tier shall supply to their respective employees and, where site is occupied, to the County, copies of Material Safety Data Sheets for hazardous substances that may be used in the course of the work, together with notice of actual hazardous substances to which employees may be exposed while performing work and appropriate protective measures.
- 9.10 Contractor shall secure the site, as well as all doors and windows thereon, prior to leaving the site each work Day. If Contractor fails to do so, the County may secure the site, doors, and windows itself, and may back charge Contractor for its associated costs.

- 9.11 When the Contractor's superintendent is not on site, the County may take all necessary steps to affect required emergency work and may back charge Contractor for the costs of such work.
- 9.12 Unless caused by the County's willful act or sole negligence, the Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its Final Completion and acceptance and shall bear the expense thereof. Should improper work of any trade be covered by another and damage or defects result, the whole work affected shall be made good to the satisfaction of the Project Manager, Design Team and the County without expense to the County.
- 9.13 Upon commencement of work and until Substantial Completion, Contractor assumes all risk of loss or damage to the Project arising from any cause save the sole negligence of the County.

**Article 10** **CHANGE ORDERS.**

- 10.1 In addition to any statement governing change orders elsewhere in the Contract Documents, the Contractor and the County agree that changes in the Agreement or in the Project to be done under the Agreement shall become effective only when written in the form of supplemental agreement or change order and approved and signed by the Project Manager, the Design Team, the Contractor and approval of two (2) County Executive Officers, and the County Building Department as applicable.
- 10.2 All Contractors are warned against acting on verbal instructions. If verbal instructions are necessary for expediting the work and are accepted by the Contractor, it shall then be the responsibility of the Contractor to obtain written instructions of the work involved conforming to the verbal instructions from the Project Manager issuing such verbal instructions. No work will be accepted by the County that differs from the Plans and Specifications that has not been approved pursuant to the required written approvals.
- 10.3 The Contractor shall not be entitled to any adjustment of the Contract Sum or Contract Time for extra work, without prior written approval or directive from the Design Team and/or the Project Manager. Failure to agree on an adjustment of the Contract Sum or Contract Time shall not excuse the Contractor from proceeding with the execution of the work as changed. If there is no agreement on cost, a construction change directive may be issued approving or directing that the work be compensated on a Force Account basis.
- 10.4 It is specifically agreed that the County shall have the right to direct any alterations, deviations, reductions, or additions to the Contract Documents and the amount of the cost thereof shall be added to or deducted from the amount of Contract Sum by fair and reasonable valuations.
- 10.5 If the Contractor wishes to make a claim for an increase in the Contract Sum, it shall submit a complete itemized estimate to the County written within seven (7) days after the occurrence of the event giving rise to such claim for increase. This Request for Change Order shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property. Failure to present such claim within the stipulated timeframe constitutes a waiver of such claim. Any change in the Contract Sum resulting from such claim shall be authorized by written Change Order.
- 10.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be assumed by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and

materials shall be itemized in a manner deemed acceptable by the Project Manager. Where major cost items are subcontracts, they shall be itemized also with backup documentation.

- 10.7 In determining the cost of any additive change order, Contractor agrees that the percentage markup for all overhead and profit shall be calculated as follows:
- 10.7.1 If the Contractor performs the work with its own forces, its percentage markup for overhead and profit shall not exceed ten percent (10%) of its hard costs.
  - 10.7.2 If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its percentage markup shall not exceed five percent (5%) of its subcontractor's hard costs for such work.
  - 10.7.3 If the Contractor performs the work through a subcontractor that is not owned or controlled by it, subcontractor's percentage markup shall not exceed ten percent (10%) of its subcontractor's hard costs for such work.
  - 10.7.4 The total percentage markup on any change order shall not exceed ten percent (10%) of the actual cost of such work.
  - 10.7.5 The above percentage markups for overhead and profit (including that for work performed by subcontractors) are understood to include Contractor's and subcontractor's site supervision costs, home office overhead, profit margin, insurance, general conditions, small tools, consumables, and all other factors. After the bonding capacity of one-hundred-fifteen percent (115%) of the contract value is reached; the actual cost of additional bond capacity, not to exceed two percent (2%) of the increased value of the Contract, shall be added to change orders.
- 10.8 Direct Cost of Materials: For all materials purchased by the Contractor and used in this specific Work, it shall receive the actual cost of such materials including freight charges, as shown by original receipted invoices for materials and freight.
- 10.8.1 If the actual costs, in the opinion of the Project Manager and/or Design Team, are excessive, or if the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site.
- 10.9 Direct Labor Costs: For all craft labor and foremen engaged in the specific operation, the Contractor shall receive the wage prevailing and paid on the project for each and every hour that said labor and foremen are actually engaged in such work, an amount equal to the Contractor's cost of Workmen's Compensation Insurance, Social Security taxes, Public Liability and Property Damage Insurance, and any and all fringe benefit costs required by prevailing wage agreement.
- 10.10 Direct Equipment Costs: For any machine, apparatus, or equipment which shall be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price, which shall be approved in writing before commencing such work, for each and every hour that said machinery, apparatus, or equipment is in use on such work.
- 10.10.1 Rental rates shall be deemed to include the cost of fuel, oil, lubrication, supplies, brooms or brushes, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, bonds and all incidentals.
  - 10.10.2 A reasonable rental price for non-rented equipment will be the rental rates listed for such equipment in the California Department of Transportation publication entitled Labor

Surcharge and Equipment Rental Rates (hereinafter "State Rental Rates"), which is in effect on the date upon which the work is accomplished. If it is deemed necessary to use equipment not listed in said publication, a suitable rental rate for such equipment shall be established by the Project Manager. The Contractor may furnish any cost data which might assist the Project Manager in the establishment of such rental rate.

10.10.3 A reasonable rental price for rented equipment shall be based on the actual and reasonable hourly rate shown on the rental agency invoice or agreement for the time used on force account work. If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor. Approval for payment of rental equipment will be based on Contractor's paid vouchers approved by the Project Manager and Design Team. If the Contractor does not furnish satisfactory evidence of the cost of the use of such equipment, the cost then shall be determined by the Project Manager and Design Team as the lesser of (a) the rental rates listed for the equipment in the State Rental Rates, or (b) the rental rates for such equipment prevailing in the locality from local equipment rental agencies.

10.10.4 Individual pieces of tools or equipment not listed in said publication and having a replacement value of \$500.00 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore. Billing of items above \$500.00 will require backup documentation of purchase. All items paid for by the owner shall be returned to the Owner at the end of the project.

10.10.5 Time for the rental period of equipment already on site shall be based on the time the equipment is in operation on the subject work being performed. Moving time, loading and transporting costs will not be paid for if the equipment is used at the site of the subject work for other than such subject work, unless in the determination of the Project Manager and Design Team, the payment would cover costs that the Contractor would not otherwise have incurred.

10.10.5.1 Time will be billed to the County at the rate most advantageous to the County.

10.10.6 Time for the rental period for equipment not already on the site shall begin at the time the equipment is unloaded at the site, shall include each day that the Contractor reasonably has the equipment at the site, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the subject work on such days, and shall terminate at the earlier of the end of the day on which the work for which the equipment is reasonably required to be present is completed and the end of the day on which the Project Manager and/or Design Team directs the Contractor to discontinue the use of such equipment. When hourly rates are listed in the State Rental Rates, Contractor shall be paid a minimum of four (4) hours with appropriate backup to substantiate the rate. When daily rates are listed in the State Rental Rates, Contractor shall be paid (i) 1/2 day if the equipment is not used, and (ii) one day if the equipment is used.

10.10.7 Contractor shall be entitled to no payment for any cost associated with any temporary or permanent equipment breakdown, including without limitation costs of transportation for repair purposes or costs of repair and replacement parts. Contractor, however, shall be entitled to payment for time of actual use of any equipment substituted for equipment subject to breakdown, and for moving the substitute equipment. In computing the time to be paid for equipment, the Project Manager and/or Design Team shall not count any period of delay caused by equipment breakdown, and to the extent feasible, shall merge into a single period the time of use before breakdown and the time of use thereafter of the repaired equipment or any substitute equipment.

10.11 The value of any work resulting from a change order shall be determined in one or more of the following ways:

10.11.1 By Contractor's estimate with a detailed breakdown showing labor, materials profit and overhead. Such estimates shall be promptly provided upon receipt of a change request and in no case more than ten (10) days after the change is issued.

10.11.2 By unit price stated in the Contract or subsequently agreed upon;

10.11.3 By cost and the percentage allowed by this Contract or by cost and a fixed fee.

10.12 If none of the above methods mentioned in section 10.11 of these General Conditions is agreed upon, the Contractor, provided it received a written order to proceed from the Project Manager, shall proceed with the work. The cost of such work shall then be determined by the County. In such case, the Contractor shall keep and present in such form as the Project Manager and/or Design Team may prescribe, an itemized accounting together with appropriate supporting data as may be required by the Project Manager or Design Team.

10.13 If the Contractor disagrees as to the amount to be paid for the work performed pursuant to the Change Order, the Contractor shall give to the County written notice of its disagreement, the basis therefore, and all supporting documentation within ten (10) days after delivery to the Contractor of the Project Manager's determination of cost. Such notice of disagreement does not excuse performance by the Contractor of all obligations under the Contract Documents and the Contractor shall proceed with the work. Payments shall be made to the Contractor based on the County's or Design Team's determination of cost. Failure to present such notice of disagreement constitutes a waiver by the Contractor of any entitlement to additional cost above the amount determined by the Project Manager and/or Design Team.

10.14 Force Account. If it is impossible, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price and time extension period, which shall not under any circumstances be exceeded.

10.14.1 Subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items 1 to 5, inclusive:

1. Labor, computed at prevailing wage rates, plus related tax(es);
2. Material, including sales taxes and other taxes pertaining to materials;
3. Necessary plant and equipment rental;
4. Overhead and profit computed as indicated under 10.2; and
5. The proportionate cost of premiums on bonds, computed as indicated under section 10.7.5 of these General Provisions, of the total Items 1 to 4, inclusive.

10.14.2 At the end of each day, the Contractor and the Project Manager shall compare records of extra work which is compensated on a force account basis. Said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the County.

10.14.2.1 The daily force account work reports shall be on forms satisfactory to the Project Manager and Design Team, and itemize the materials, state the direct cost of labor, state equipment used on site and its direct cost. Separate daily force account work reports shall be submitted for Contractor and each subcontractor for each separate item of force account work.

10.14.2.2 The daily force account work reports shall show names or identifications, classifications or workers, the hourly rate of pay and hours worked, and the size, type and identification number of equipment, whether the equipment is rented, the time the equipment is on-site and hours the equipment was operated.

10.14.2.3 Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily force account work reports, or if not available, they shall be submitted with subsequent daily force account work reports or as soon thereafter as may be practicable. Should said vendor's invoices not be submitted within 50 days after the date of delivery of the material or within 15 days after completion of the work under this Agreement, whichever occurs first, the County reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the work on the date of delivery.

10.14.2.4 Rented equipment charges shall be substantiated by valid copies of lessor's invoices. Such invoices shall be submitted with the daily force account work reports, or if not available, they shall be submitted with subsequent daily force account work reports or as soon thereafter as may be practicable. Should a lessor's invoice not be submitted within 60 days after the last day of use on the job site of rented equipment which would be covered by such invoices, or within 15 days after completion of the work of the contract, whichever occurs first, the County reserves the right to establish the cost of use of the rented equipment as the lesser of (a) rental rates listed for the equipment in the State Rental Rates, and (b) the rental rates for such equipment prevailing in the locality.

10.14.3 The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection and/or audit by representatives of the County during the life of the contract and for a period of three years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of such other forces will be on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a 30 day notice of time when such audit is to begin. However, the County may decide to audit the project at any time so long that proper reasonable 30 day notice has been given to the Contractor.

10.15 Contractor shall provide the Project Manager and Design Team with all information requested to substantiate the cost of the change order and to inform the Project Manager and Design Team whether the work will be done by the Contractor or a subcontractor.

10.16 The Contractor shall submit with the proposed change order its request for time extension (if any) and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project. In the event of an agreed upon extension of time, the Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any compensation for any such delay other than that set forth in the change order itself.

10.17 If the Contractor believes it is entitled to a change order for work it is being required to perform, or is entitled to an extension of time greater than that agreed to by the County, and the County refuses to issue a change order or include the requested extension of time in the change order, Contractor must, at least twenty-four (24) hours prior to commencing the disputed work, inform the County of the reason for the dispute and the amount of the requested change order. No change order will later be approved, or compensation made, for work performed without such prior notice to the County.

10.18 No change or modification by Change Order shall release or exonerate any surety upon any guarantee or bond given in connection with the Contract Documents.

10.19 All Change Orders must comply with the procedures and obtain the approvals required by Title 24 of the California Code of Regulations, section 4-338.

**Article 11      DELAYS AND TIME EXTENSIONS.**

- 11.1            The date of completion of Project or designated portion thereof is the date certified by the Design Team when construction is complete and in accordance with the Contract Documents.
- 11.2            If the Contractor seeks an extension of time, it must present the request to the County within five (5) calendar days of the commencement of the act or occurrence of the event causing the delay that gives rise to the need for extension. The Contractor's failure to provide notice of such a request within the stipulated timeframe constitutes a waiver of such claim.
- 11.3            Requests for extensions of time must:
- 11.3.1.1    include a revised schedule, as described in paragraph 8.2.1, showing the effect of the delaying event; and
- 11.3.1.2    document all damages incurred or to be incurred by the Contractor as a result of such delay.
- 11.3.2        In order to document damages, the Contractor and its subcontractors must provide or make available all of its correspondence, bid-related documents, accounting records, superintendent's records, payroll documents, and other pertinent data relating to the Project.
- 11.4            The Contractor may be granted a time extension if it encounters an Excusable Delay of the work. For purposes of the Agreement and these General Conditions, an "Excusable Delay" is defined as a delay which occurs due to causes completely beyond the control of the Contractor and which it could not have avoided by the exercise of reasonable care, prudence, foresight and diligence.
- 11.4.1        Excusable Delays: Excusable Delays are any acts of the public enemy, act of God, fire, strike, lockout or commandeering of materials, products, plants, or facilities by the Government, acts of another Contractor in the performance of another contract with the County, action or inaction on the part of the County Building Department, priority of a governmental agency for materials or equipment, flood, violent wind storm, epidemic, quarantine restriction, or freight embargo. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control and are therefore not Excusable Delays. The Contractor will not be granted time extensions for weather conditions. Excusable Delays shall be grounds for an extension of time, measured in length by the amount of delay to the Project actually suffered by Contractor as a result thereof, but shall not be grounds for any increase in compensation to the Contractor, whether for home, office, general or administrative expenses, field expenses, increased costs of materials or labor, or any other thing.
- 11.4.2        Compensable Delay: Compensable Delays are, for purposes any delay of the completion of the work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of the County, Project Manager, or Design Team, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or increase in the Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

- 11.4.3 Inexcusable Delay: Inexcusable Delays are any delays of the completion of the Project beyond the expiration of the Contract Time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.
- 11.5 The Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
- 11.5.1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
- 11.5.2 If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.
- 11.5.3 If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time shall be the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.
- 11.5.4 For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salary and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract Time.
- 11.6 Regardless of the cause of a delay the Contractor may not maintain any claim or cause of action against the County for damages incurred or claimed to be incurred as a result of Contractor's failure or inability to complete its work on the Project in a shorter period than established in this Agreement, the parties stipulating to such period as a reasonable time within which to perform the work on the Project.
- 11.7 Compliance with this Article is a condition precedent to the County's duty to pay for damages incurred by the Contractor as a result of delays.

## **Article 12     DISPUTES.**

- 12.1 If a dispute arises between the County and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the County shall for the time being prevail, and the Contractor, without delaying the job, shall proceed with all work to be performed under the Contract as directed by the County without prejudice to a final determination of the dispute.
- 12.2 All claims against the County must be filed by the Contractor in writing. The Contractor must include all documents necessary to substantiate that claim.
- 12.3 The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act on the part of the County or its representatives, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or

other cause, unless it shall have given the County due written notice of potential claim, in the manner described in paragraphs 11.2 and 12.4.

12.4 The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, and the amount of the potential claim. The said notice as above required must be given to the County prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the County, and in all other cases, within five (5) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Notwithstanding this paragraph, if another provision of these General Conditions specifies that a notice of claim must be given to the County in a shorter period of time, that shorter time period shall prevail.

12.5 In resolving all claims, whatever the amount of the claim, the parties shall proceed pursuant to the terms of California Public Contract Code section 20104, *et seq.*

### **Article 13     WARRANTY OF SUPPLIES, EQUIPMENT AND RELATED SERVICES.**

13.1 In addition to warranties called for elsewhere in these specifications, Contractor shall warranty all work and materials, for a minimum period of at least two (2) years after acceptance and recordation of Notice of Completion, against defective material or faulty workmanship that may arise within that period.

13.2 Additionally, the Contractor agrees to repair or replace, to the satisfaction of the County, any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing. If the Contractor fails to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing, the County may have the defects repaired and made good at the Contractor's expense and the Contractor will pay the costs and charges incurred by the County as a result, including the costs for additional services of the County's Project Manager, Design Teams, engineers, and other representatives, immediately upon demand. Any and all warranties and guarantees offered by manufacturers of equipment used or installed in the Project shall also be extended to the County.

13.3 Notwithstanding inspection and acceptance by the Design Team of all supplies, equipment and related services furnished under the Agreement, the Contractor warrants that:

1. All supplies, equipment and related services under the Agreement will be free from defects in material or workmanship and will comply with the specifications of the Agreement; and
2. All aspects of the shipment of the supplies and equipment related to the Agreement will conform to the specifications of the Agreement.

13.4 Within a reasonable time, the County may either:

1. By written notice, require the prompt correction or replacement of any supplies, equipment or related services that are defective, or that are not shipped in accordance with the specifications of the Agreement, or that otherwise do not conform to the Agreement; or
2. Retain such defective, improperly shipped, or otherwise nonconforming supplies, equipment and related services; whereupon the contract sum shall be reduced by an amount that is equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

- 13.5 When correction or replacement is required, the County may return such supplies, equipment and related services. Transportation charges and risk of loss or damage for such quantities returned while in transit shall be borne by the Contractor.
- 13.6 If the Contractor fails to correct or replace the nonconforming supplies, equipment or related services within ten (10) days (or such longer period if so specified by the County in writing) after receipt of notice specifying such failure, the County may, by contract or otherwise, correct or replace them with supplies, equipment and related services of similar quality, at the expense of the Contractor. If the Contractor fails to furnish timely disposition instructions, the County may dispose of the defective, improperly shipped or otherwise nonconforming supplies, equipment and related services in a reasonable manner. In such case, the County is entitled to reimbursement for the costs related to disposition from the Contractor and/or from any proceeds generated by the disposition of such supplies, equipment and related expenses.
- 13.7 Any replacement supplies, equipment or related services furnished by the Contractor to remedy a defect or nonconformity under the warranty shall also be covered by the terms of the warranty.
- 13.8 The Contractor shall indicate the total period of the warranty after the supplies, equipment and related services are placed into service. Any defects shall be promptly corrected by the Contractor to the satisfaction of the County and without expense to the County.
- 13.9 Warranty of Title. The Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass over to the County whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. It further warrants that no such work, materials or equipment have been purchased for work under the Agreement subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier. Notwithstanding this provision, the Contractor retains the responsibility for full replacement of any portion of the Project which is damaged or destroyed prior to the Notice of Completion, as specified elsewhere in this Agreement.
- 13.10 The rights and remedies included in the warranty are in addition to and do not limit the County's rights under any other clause of the Contract Documents.

**Article 14     TRENCHING.**

- 14.1 The Contractor shall take reasonable precautions and make reasonable efforts to detect and protect electrical utilities and appurtenances, including hand digging and use of underground detection instruments and services. Contractor will be required to, at its own cost, promptly and satisfactorily repair damages, which could otherwise have been avoided.
- 14.2 The Contractor shall comply with Government Code section 4216, *et seq.*, relating to subsurface installations and the Regional Notification Center System.
- 14.3 If the Agreement involves the excavation of any trench five (5) feet or more in depth, the Contractor shall submit in advance of such excavation, for approval of the Project Manager, Inspector of Record, Design Team, and County, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any such trench.
- 14.4 Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager and Design Team, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated, or
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

14.5 If any condition described in paragraphs 14.3 is discovered, the County shall promptly investigate the conditions, and if it finds that the conditions differ materially from the conditions described in the bid package, or do involve hazardous waste, and cause a material decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Project, it may issue a change order to the Contractor or contract with another to perform work necessitated by such condition.

14.6 In the event that a dispute arises between the County and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Project, the Contractor shall not be excused from any scheduled completion date provided for in the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between contracting parties.

**Article 15      (Not Used)**

**Article 16      (Not Used)**

**Article 17      INSPECTIONS.**

17.1 The County will provide a Construction Manager (CM) to assist the Design Team in providing competent and adequate inspection during all normal working periods.

17.2 The Construction Manager:

1. shall personally examine items used in the Project for compliance with the Contract Documents and technical instructions from the Design Team;
2. shall report to the Design Team any related work to be installed prior to final approval of shop drawings by the Design Team.
3. shall inspect all materials to determine whether they comply with the Contract Documents and are in a good and acceptable condition;
4. shall monitor materials to determine whether those accepted are the materials that are installed;
5. shall be responsible for monitoring time and material work, by accounting for materials used and logging actual time the Contractor worked on the task;
6. shall supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory; and
7. shall ensure that the Contractor's payment requests accurately reflect progress on the Project and all work completed in compliance with plans and specifications.

- 17.3 The CM shall recommend to the Design Team to cause the removal and replacement of rejected material and to recommend deduction of the cost thereof from any monies due or to become due the Contractor.
- 17.4 The CM shall not do any of the following: authorize any deviations from the Contract Documents; advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the Contract Specifications; or approve shop drawings or samples.
- 17.5 Notwithstanding the foregoing, the Contractor may not rely upon the CM to perform any function for which it would otherwise be responsible. For example, that the CM is expected to attempt to anticipate unacceptable construction practices and to relay such concerns to the Contractor does not remove any responsibility from the Contractor to perform such functions itself.
- 17.6 When specific inspection is required, the Contractor shall inform the CM, Design Team, and County's Representative of the schedule of such work.
- 17.7 Consistent with requirements of Title 21 and Title 24, Part 1, of the California Code of Regulations, test samples or specimens of material for testing shall be taken by the Design Team, the CM or a representative of the testing agency. In no case shall the Contractor or the Contractor's inspector take the sample. The Design Team shall forward one copy of all test reports to the County. Testing and inspection shall be paid by the County. Retesting and inspection costs shall be reimbursed to the County by the Contractor.
- 17.8 Uncovering of Work.
- 17.8.1 If any work is covered contrary to the request of the County representative or Design Team, it shall be uncovered for observation and replaced, at the Contractor's expense.
- 17.8.2 If any other work has been covered which the Design Team has not specifically requested to observe prior to being covered, the Design Team may request to see such work and it shall be uncovered by the Contractor. If such work was performed in accordance with the Contract Documents, the cost of uncovering the replacement shall, by appropriate change order, be charged to the County. If such work was not performed in accordance with the Contract Documents, the Contractor shall pay such costs.
- 17.9 Correction of Work.
- 17.9.1 The Contractor shall promptly correct all work rejected by the County/Design Team as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost for additional services of the County's representatives thereby made necessary.
- 17.9.2 The Contractor shall bear the cost of making good all work of separate contractors that is destroyed or damaged by removal or correction.
- 17.10 Final Inspections. The Contractor will be allowed two (2) inspections by the County or the County's representatives at the close of the Project to determine completion. The first inspection will be a pre-final inspection. The second inspection, if required, will be the final inspection. All items listed on the pre-final list and any other items required by the Contract Documents and brought to the attention of the Contractor a minimum of five (5) working days before the final inspection shall be completed prior to the final inspection. Any visits to the Project by the County or the County's representative to confirm the completeness of the Project after the final inspection will be charged to the Contractor at the County and the County's representative's normal hourly rates and deducted from the contract sum.

- 17.11 If work is performed on Saturdays, Sundays, holidays, or after regular work hours during the week, the Contractor shall reimburse the County for all inspection costs incurred during such hours.

**Article 18      AUDITING PROCEDURES.**

- 18.1 Upon written notice to Contractor, the County shall have the right to audit all records and documents of any nature whatsoever under the custody or control of the Contractor or Contractor's agents, subcontractors, or representatives, which relate to the Project. Upon the County's request, Contractor shall make these records available to the County, the County's auditors or other representatives appointed by the County.
- 18.2 The Contractor agrees to comply with the provisions of Sections 1776 and 1812 of the California Labor Code, included, but not limited to the requirement that the Contractor and each subcontractor of every tier shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, activity code for the work provided, straight time and overtime hours worked each day and week of all workmen employed by it in connection with the execution of this Contract or any subcontract thereunder and showing the actual wages paid to each of such workers. These records shall be certified under penalty of perjury as stated in Section 1776 of the California Labor Code and shall be made available for inspection by the Chief of the Division of Labor Standards Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, his deputies and agents.
- 18.3 Contractor shall ensure that all subcontractors maintain appropriate records relating to the Project. Contractor agrees to furnish records of any subcontractors or other agents of Contractor to the County upon request. If the County requests records relating to a subcontractor or other agent's involvement in the Project, such requests shall be processed through the Contractor. A Contractor's failure to abide by the provisions of the Article shall be deemed a material breach of the contract and, upon the County's election, may be considered a default.

**Article 19      MISCELLANEOUS.**

- 19.1 All practices, materials, and workmanship shall conform to all provisions of law applicable to public works projects, including but not limited to: The County of San Mateo Building Regulations and County Ordinances; the California Code of Regulations, Titles 19, 21, and 24; Public Contract Code Sections 4100-14; Government Code Section 4215; Labor Code Sections 1720-35, 1770-81, 1810-15, 1860, and 3700; the National Electric Code; the Uniform Plumbing Code; the Uniform Mechanical Code; and all other applicable laws and regulations, each of which are incorporated into this Agreement by reference. Further, all work and materials shall be in full accordance with the most current rules and regulations of the Fire Marshal and the Division of Industrial Safety. Such laws and regulations shall be considered a part of these specifications as if set forth herein in full and all work hereunder shall be executed in accordance therewith. Nothing in these plans or specifications is to be construed to permit work not conforming to all requirements of law. The Contractor shall keep a copy of Titles 19, 21, and 24 of the California Code of Regulations on the job at all times.
- 19.2 The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the County and no such consent shall be given which would relieve the Contractor or its surety of their responsibilities under the Contract. The Contractor may assign monies due it under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the County. Assignment

of monies earned by the Contractor shall be subject to the same retention as other payments made to it, and shall also be subject to any prior liens for labor, services, materials, equipment or other appliances supplied for the performance of Work under this Contract.

19.3

**AS-BUILT DRAWINGS:** The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Design Team. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Design Team for review and approval within thirty (15) calendar days after County's substantial completion. County's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

END OF SECTION

00630  
GUARANTEE FORM

County of San Mateo – County Executive's Office  
Stone Pine Cove Farmworker Housing Project – Grading and Site Improvements  
880 Stone Pine Drive  
Half Moon Bay, CA 94019

We hereby guarantee that the Grading and Site Improvement Work performed for the County of San Mateo ("County") for **Stone Pine Cove Farmworker Housing Project – Grading and Site Improvements** has been performed in accordance with the Drawings and Specifications and that the work, as installed, will fulfill the requirements of the Guarantee included in the Specifications. We agree to repair or replace all of our work, together with adjacent work which may be displaced by so doing, that may be proven to be defective in its workmanship or materials within a period of **Two (2) year(s)** from date of recordation of Notice of Completion for the above-named project by the County, without any expense whatsoever to the said County, ordinary wear and tear and unusual abuse or neglect excepted.

Further, we agree that the guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing by the County, we collectively or separately do hereby authorize the County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefrom upon demand.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Subcontractor) (Supplier)

Date: 5/14/24

Signed: \_\_\_\_\_  
(Contractor)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Trade Contractor Countersignature if applicable)

Local Representative to be contacted for services:

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**00800  
SPECIAL PROVISIONS**

**1.1 CONSTRUCTION MILESTONE SCHEDULE**

The time for completion of all Work is within **283 calendar days** of the date of the Notice to Proceed, which shall be in accordance with the General Conditions. Included in this duration are all weather-related delays.

Time for completion of milestones is as set forth in the below Construction Milestone Schedule. Any extensions of time for completion of milestones are governed by the same terms and restrictions as applicable to extensions of the Contract Time referenced in the General Conditions.

**Schedule of Work to accommodate the following milestone requirements:**

|                                                                                                                                                 |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Bid Date                                                                                                                                        | April 17, 2024          |
| Anticipated BOS Approval of Construction Agreement                                                                                              | May 21, 2024            |
| Anticipated Notice to Proceed (NTP)                                                                                                             | May 22, 2024            |
| Project Kickoff Meeting (no later than)                                                                                                         | Week of May 27, 2024    |
| Mobilization and Start of Work (no later than)                                                                                                  | Week of May 27, 2024    |
| Complete Roadway/Drives, Utilities Infrastructure/ Stub-outs, and Building Pads for Start of Delivery and Setting of Manufactured Housing Units | December 6, 2024        |
| Complete Site Improvement Installation                                                                                                          | February 21, 2025       |
| Punchlist, Corrective work, and Final Cleaning                                                                                                  | February 24 to 27, 2025 |
| Contract Completion Date                                                                                                                        | February 28, 2025       |
| Ready for Occupancy                                                                                                                             | March 3, 2025           |

**1.2 COUNTY ALLOWANCE**

County allowance listed on the bid form is to be used only for approved change orders. County allowance shall be a line item in the Schedule of Values. Any unused allowance shall be returned to the County.

**1.3 MAINTENANCE TRAINING**

Contractor to provide on-site maintenance training of all required systems and equipment for County personnel. Training sessions shall be documented, and video recorded. Level of training, time and date of the training will be coordinated prior to completion of the project.

**END OF SECTION**