

**DOCUMENT 00 2025 03 14 xy260**

**AGREEMENT FORM – STIPULATED SUM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and Kazika Construction, Inc., hereinafter called the "Contractor".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK – The Contractor shall furnish all labor and materials and perform all work for:

**260 HARBOR BLVD. BELMONT REBUILD**

PROJECT NO. 2025HARBOR260

260 HARBOR BLVD., BELMONT, CA 94002

in strict accordance with the Contract Documents.

TIME FOR COMPLETION – The work shall be commenced on a date to be specified in the Notice to Proceed issued by the County. Construction shall be completed within one-hundred forty-four (144) calendar days defined as sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize for its intended use.

COMPENSATION TO BE PAID TO CONTRACTOR – The County will pay and the Contractor will accept in full consideration for the performance of the contract, subject to additions and deductions and procedures for payment as provided therein, the sum of Five-Hundred Sixty-five Thousand Dollars and Zero Cents (\$565,000.00) which is the Contractor's Bid. The Contract as defined in paragraph 1.1 of the General Conditions constitutes the sole agreement of the parties hereto relating to said work and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing.

PREVAILING WAGE RATES - In accordance with the provisions of Section 1770 of the Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage rates have been established as indicated in the Notice to Bidders and are incorporated herein by reference.

The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

COUNTY OF SAN MATEO

A Political Sub-Division of the State of California

Attest:

By \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Michael Callagy, County Executive

\_\_\_\_\_  
Clerk of the Board of Supervisors

By  \_\_\_\_\_  
Contractor  
KAZUKA CONSTRUCTION, INC

**END OF DOCUMENT 00 2025 03 14 xy260**

**Exhibit A to Agreement Form – Stipulated Sum: Additional Terms**

1. The following terms and conditions are incorporated by reference as is fully set forth in the Agreement and shall constitute part of the Contract Documents.
  - a. **Drawings**. The Drawings shall include those certain drawings set forth in the document entitled “Tenant improvements for County of San Mateo Department of Housing, 260 Harbor Blvd., Bld. A, Belmont, CA 94002,” by Studio G Architects.
  - b. **Surety Bonds**. Contractor understands and agrees that performance of the Agreement is secured by a “Payment” Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a “Performance” Surety Bond in the sum of one hundred percent (100%) of the Contract bid. Contractor shall secure and maintain and shall cooperate to have executed the Payment and Performance Surety Bonds substantially in the forms provided by Owner under Document 00 61 13.13 and Document 00 61 13.16.
  - c. **Relationship to County**. Contractor agrees and understands that the work/services performed under this Agreement are performed as independent contractor and not as an employee of the Owner and that Contractor acquires none of the rights, privileges, powers, or advantages of Owner’s employees.
  - d. **Merger Clause**: This Agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in the Contract Documents are not binding. All subsequent modifications shall be in writing and signed by the parties.
  - e. **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 Owner: “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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

- f. **Payments.** Notwithstanding anything to the contrary in this Agreement, in order to receive payment for services, Contractor shall submit to Owner a detailed invoice on a monthly basis, which shall include, at minimum: (a) a description of services provided; (b) the time spent on such services; and (c) the employee/professional providing such services in accordance with the Contractor's Bid stated in the Compensation to be Paid to Contractor portion of the Agreement. Contractor's invoices should also include supporting documentation for any claimed expenses, including but not limited to all relevant invoices and receipts. Contractor shall certify that the services for which payment is requested (and that any costs for which reimbursement is sought) were actually, reasonably and necessarily incurred for services under this Agreement. Contractor agrees to provide such additional information and documentation as the Owner may reasonably request related to the request for payment.

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**GENERAL CONDITIONS**

**1 THE CONTRACT**

**1.1 CONTRACT DESCRIPTION**

The Contract Documents form the entire Contract between the Contractor and the Owner. The Contract supersedes prior negotiation and representations, either written or oral.

**1.2 CONTRACT DOCUMENTS**

- A The Contract Documents consist of the Notice to Contractors, Instructions to Bidders, Agreement, General Conditions, Special Provisions, Supplementary Conditions, Specifications, Drawings, Addenda, Revision Orders, Change Orders, Field Orders, Exhibit A – Additional Terms and other documents listed in the Agreement or included in the Project Manual, and written interpretations and instruction when issued in accordance with the provisions herein.
- B The Contract Documents are complementary and what is required by anyone shall be as binding as if required by all. The Contract Documents are not necessarily complete in every detail. The Contract is to include all labor, materials, equipment and other items as necessary for the proper execution and completion of the work as specified or reasonably inferable as being necessary to produce the intended results in accordance with high quality industry standards.
- C An item designated by reference to the number, symbol, or title of a specific standard such as a commercial standard, a Federal Specification, a Trade Association Standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplement thereto in effect on the date of the bid. The standards referred to shall have full force and effect as though printed in the Specifications.
- D The County will arrange for the Contractor to have access to one set of reproducible Drawings. The Contractor may at his expense, reproduce the Drawings and Specifications as needed. All Drawings and Specifications and copies thereof are the property of the Owner. They are not to be used on other projects.
- E For convenience, the Specifications may be arranged in sections and the Drawings may be arranged by system or otherwise. Such separation shall not be considered as the limit of Work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his Subcontractors.



- F In general, the Drawings will indicate dimensions, position, quantity and kind of construction; and the Specifications will indicate quality and method. Work indicated in one but not the other shall be furnished as though fully set forth in both. Work not specifically detailed, marked or specified, shall be the same as similar work that is marked, specified or detailed.
- G The Project Manual is a collection of documents assembled for the convenience of the parties and usually includes, but is not limited to, the Notice to Contractors, Instructions to Bidders, General Conditions, Supplementary General Conditions, Special Provisions, Bid Documents, Agreement, and Specifications.

### 1.3 ERROR IN THE DOCUMENTS

- A Should an error or conflict appear in the Contract Documents, or a conflict with the documents and actual conditions, the Contractor shall notify the Architect at once, and the Architect will issue instructions. If the Contractor proceeds with the work without such instructions, he shall make good any resulting unacceptable work or consequences.
- B Whenever the documents could be construed to be ambiguous or conflicting, the Contractor is deemed to have included the cost of the more expensive material, method, or requirement in the Contract Amount.
- C Figured dimensions shall govern over scaling and large scale details shall govern over smaller scale details.

### 1.4 SEPARATE CONTRACTS

- A The Owner reserves the right to let other contracts in connection with this Project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.
- B If any part of Contractor's Work depends for proper execution or results upon the work of another contractor, the Contractor shall inspect and measure the work of other contractor and promptly report to the Owner all defects or discrepancies that render it unsuitable for such proper execution or results. Contractor's action of proceeding with his work shall constitute his acceptance of the prior work as fit and proper for the reception of his work.
- C The Contractor shall make good any damage he may do to another contractor's work to the Owner's satisfaction.

## 1.5 CONTRACT TERMINATIONS

### A Owner's Right to Terminate Contract for Cause

If Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to supply enough properly skilled workmen or materials to maintain the schedule, or if he should fail to diligently and expeditiously prosecute the Work, or if he should fail to commence the Work on the Project site within ten calendar days of the date of the Notice to Proceed, or if he should fail to make prompt payments to Subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the Owner or Architect, or otherwise breach any provision of the Contract between the Contractor and Owner, the Owner may without prejudice to any right or remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract or terminate the Contractor's right to proceed with the Work and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount shall exceed the expense of finishing the Work, 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 Owner.

### B Owner's Right to Terminate Contract for Convenience

The Owner reserves the right to terminate this contract at any time. Contractor shall be compensated on the basis of the reasonable value of the portion of Work completed as prorated against the Contract Amount or shown as a separate price and the cost incurred for portions of the Work performed but not completed. The total payments to contractor shall not exceed the Contract Amount.

### C Contractor's Right to Terminate Contract

Except as provided by paragraph 1.5 D Emergency Termination, if the Work should be stopped by the Owner, or an order of the court, or other public authority for a period of six months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon twenty-one (21) days written notice to the Owner, terminate this Contract and recover from the Owner the amount owed under the Contract for the portion of Work, if any, which was completed.

D Emergency Termination

This Contract is subject to termination as provided by Section 4410 and 4411 of the Public Contracts Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. Said Sections read as follows:

"Sec. 4410. TERMINATION OF CONTRACT FOR PUBLIC WORK IN EVENT OF NATIONAL EMERGENCY. In the event a national emergency occurs, and public work, being performed by Contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor, as the result of an order or of a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the public agency and the Contractor may, by written agreement, terminate said Contract."

"Sec. 4411. INCLUSION OF TERMS AND CONDITIONS OF TERMINATION OF CONTRACT IN AGREEMENT: COMPENSATION TO CONTRACTOR. Such an agreement shall include the terms and conditions of the termination of the Contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case."

"Compensation to the Contractor shall be determined on the basis of the reasonable value of the Work done, including preparatory Work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control. The parties may in any other case adopt the Contract price as the reasonable value of the Work or any portions thereof."

1.6 ALLOWANCES

- A The Contractor shall include in the Contract Amount all allowances stated in the Contract Documents. Items or services covered by these allowances shall be supplied as the Owner may direct.
- B Allowances for material and equipment shall cover the cost to the Contractor, less any applicable trade discount, delivered at the site, and all applicable taxes. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses required to complete the Work shall be included in the Contract Amount and not in the allowance.
- C Whenever the cost of the material, equipment or service is more than or less than the allowance, the Contract Amount shall be adjusted by the procedure in Section 2, Contract Modifications.

## 1.7 DISPUTES

Should any dispute including breach, arise out of or relate to this Contract the Contractor shall continue to perform the Work in accordance with the Contract Documents and the Owner and Contractor agree to pursue resolution of the disagreement by whatever means available. Neither the dispute resolution process, the resolution, nor lack of resolution shall delay, hinder, or alter the completion of the Work in accordance with the undisputed portion of the Contract Documents and in accordance with the Owner's direction to Contractor regarding disputed portions of the Contract.

## 1.8 SEVERABILITY

In the event that any provision or any part of a provision of this Contract shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

## 1.9 HEADINGS

The headings of any section or provision of this Contract are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

# 2 CONTRACT MODIFICATIONS

## 2.1 MODIFICATION DOCUMENTS

- A The Owner, without invalidating the Contract and without consent of surety, may accomplish changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and the Contract Time being equitably adjusted accordingly. All such changes in the Work shall be accomplished by Revision Order, Change Order, Field Order, Owner's Instructions or Architect's Instruction as may be applicable in accordance with the provisions herein. The Contract Amount and the Contract Time may be changed only by a Revision Order. Changes to the Work shall be performed under the applicable provision of the Contract Documents for similar Work. Contractor agrees to promptly proceed with the Work as so changed. All changes to the Work and all Contractor requests for additional compensation shall be resolved in accordance with this Section 2, Contract Modifications.
- B A Change Order is a written order from the Owner or Architect ordering a change in the Work. Upon receipt of a Change Order, the Contractor shall promptly proceed with the Work as changed. Within twenty (20) calendar days after receiving a Change Order and prior to or simultaneously with proceeding with the change in the Work, Contractor shall advise the Architect of Contractor's



disagreement, if any, with the terms of the Change Order, and shall state the nature and extent of the disagreement. Proceeding with the Work as changed without submitting a notice of disagreement indicates Contractor's full acceptance of the Change Order including the proposed adjustment, if any, in Contract Amount and Contract Time. A Revision Order is required to adjust the Contract Amount and Contract Time for changes in the Work ordered by Change Order. The Contractor will not delay the Work for any reason including pending Revision Orders or unresolved price or time adjustment.

- C A Revision Order is a written document issued after execution of the Contract acknowledging a change in the Work and modifying the Contract Amount and Contract Time in full compensation for the change and its effects on the schedule and all other impacts on the Work and the Project.
- D The signature of the Owner and Contractor on the Revision Order indicates their final and conclusive acceptance of the stated terms and provisions as full compensation for the change to the Work. In the event the Owner and Contractor do not agree upon the adjustment to the Contract Amount and Contract Time the Owner may issue a Revision Order unilaterally. A Revision Order issued unilaterally is signed by the Owner and issued to the Contractor authorizing an adjustment in the Contract Amount and Contract Time as the Owner deems equitable. A Revision Order issued unilaterally may be signed by the Contractor and delivered to the Owner thereby indicating Contractor's acceptance of the Revision Order. The Owner may withdraw a unilaterally issued Revision Order at any time prior to receiving the Contractor's signature on the Revision Order.
- E If Contractor is in disagreement with the terms or provisions of a unilaterally issued Revision Order, the Contractor shall give the Owner and Architect written notice of his disagreement, the basis thereof, and supporting documentation within twenty (20) calendar days of receiving the unilateral Revision Order. 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 including the Work involved with the disagreement. Payments shall be made to the Contractor on the basis of the unilateral Revision Order. Failure to present such notice of disagreement constitutes a waiver by the Contractor of any entitlement to additional cost or time.
- F The Owner and Architect have the authority to issue instructions to the Contractor which may require minor changes in the Work not involving an adjustment in the Contract Amount or an extension of Contract Time. If contractor believes an adjustment of Contract Amount or Time is warranted, Contractor shall not incur additional cost or delay and notify the Owner or Architect in writing within 24 hours of receiving the notice.
- G A Field Order is a written document signed by the Owner and issued to the Contractor to perform as so specified. The Contractor shall immediately comply with Field Orders. If the Contractor believes an adjustment of Contract Amount or Time is justified, a request may be submitted in accordance with Section 2.4,

Contractor Claims. If the Owner concurs with the Contractor a Revision Order will be issued.

## 2.2 VERBAL INSTRUCTIONS

Contractors shall not act or rely upon verbal instructions. No work will be accepted by the Owner that differs from the Contract Documents as modified in writing.

## 2.3 METHOD OF DETERMINING ADJUSTMENT

- A An adjustment to the Contract Amount or Contract Time pursuant to a Change Order, Field Order, Claim, or other provision herein shall be determined in one or more of the following ways at the Owners discretion.
- 1 By negotiation based upon Contractor's estimate. The estimate shall include quantities of materials and man hours, and a breakdown of cost showing labor, materials, profit, overhead, and all other items of cost. General requirements, labor burden, project supervision, project management and facilities are not allowed. Estimated unit prices used to calculate cost shall not exceed published unit prices, such as those published by R. S. Means Company, Inc., unless it can be justified that the published unit prices do not apply. Such estimates shall be provided within 20 (20) calendar days after the Change Order is issued. Overhead and profit shall not exceed the percentages specified in the Contract Documents.
  - 2 By unit prices stated in the Contract or subsequently agreed upon.
  - 3 By acceptance of a lump sum proposal.
  - 4 By determination of the Owner and issued unilaterally by Revision Order.
- B If the adjustment is not determined by the above methods prior to the Contractor starting work involved with a Change Order, Field Order or Claim, Contractor, shall proceed with the Work and keep daily accurate records of the labor hours, materials, and other items of cost used in the performance of the changed Work. Copies of the records shall be given to the Owner or Architect daily. Contractor shall present at such time and in such form as Owner may prescribe, an itemized accounting together with appropriate supporting data as may be required by Owner to fully substantiate the cost of the changed Work. Owner shall consider such accounting in its determination of equitable adjustment. Overhead and profit shall not exceed the percentages specified in the Contract Documents.
- C Extension of Contract Time will be granted only to the extent that the time required to complete the Work as changed or delayed extends the schedule critical path beyond the contract completion date. If changes or delays do not extend the critical path of the schedule beyond the contract completion date, there will be no contractor entitlement to extended or additional home office expenses. Float, as

used in this agreement, is the sum of the amount of time available to a task before the task becomes critical and the amount of time between the scheduled completion date and the contract completion date. Float may be used in the order needed by either the Owner or the Contractor.

## 2.4 CONTRACTOR CLAIMS

- A If the Contractor wishes to request an adjustment in the Contract Amount or Contract Time, other than pursuant to a Change Order or Field Order, Contractor shall give the Owner and Architect a written Notice of Claim within seven calendar days after the occurrence or beginning of the event giving rise to such Claim except that notice shall be given immediately if delays or extra costs occur within such seven-day period. The Notice of Claim shall be given by the Contractor before disturbing conditions which are the basis for the Claim, except in an emergency endangering life or property in which case the Contractor should proceed in accordance with Section 6.7, Emergencies. Failure to present such Notice of Claim constitutes a waiver of such Claim. The adjustment to the Contract Amount or Contract Time, if any, shall be determined and issued in accordance with this Section 2, Contract Modifications.
- B Notices are valid only if written and shall be a document issued for the sole purpose of notification and titled clearly "Notice of (specify category i.e., delay, claim)." A separate written notice is required for each subject and issue.
- C Written notice shall be deemed to have been duly served if delivered in person to the individual to whom it is addressed, or if sent by certified mail to the address specified in the Contract Documents as may be revised in writing.

## 2.5 DELAYS BEYOND CONTRACTOR'S CONTROL

- A. If the Contractor is delayed at any time in the progress of the Work by acts or neglect of the Owner or by any separate contractor employed by Owner, or by labor disputes, fire, unusual delays in transportation, unusually adverse weather conditions, unavoidable casualties or by any other unforeseeable cause of delay beyond the Contractor's control, which the Owner decides justifies the delay, then the Contract Time may be extended for such reasonable time as the Owner in his discretion may decide. Contractor's Claim for extension of time shall be made in writing to the Owner in accordance with Section 2.4, Contractor Claims. Only one Claim is necessary in the case of continuing delay.
- B. Unusually adverse weather conditions for the purposes of this Project are agreed to be work days lost from weather or the effects of weather greater than the number of lost days specified in Section 7.5, Schedule.

## 2.6 HIDDEN CONDITIONS

Should concealed or unknown conditions be encountered in the performance of the Work below the surface of the ground or in an existing structure be at variance with the conditions indicated by the Contract Documents, or differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract Amount and Contract Time shall be equitable adjusted as provided herein upon Claim by Owner or Contractor. Contractor Claims shall be in accordance with Section 2.4, Contractor Claims.

## 2.7 HAZARDOUS MATERIALS

Asbestos or other hazardous material may be present in County buildings or on County property. Asbestos is typically in the form of pipe lagging, fire proofing, floor tiles, mastic, and plaster. Soil may be contaminated by petroleum products or other substances. In the event any suspected asbestos or other hazardous material is encountered during construction that may be disturbed by the Work, the Contractor shall stop immediately and notify the County. The Contractor and all Subcontractors shall instruct their employees of the type and location of the most likely forms of hazardous material to be encountered and of the procedure to be taken if encountered. Contractor will be responsible for the mitigation and abatement of the hazardous material upon authorization of Owner. All Claims for adjustment in time or money shall be processed in accordance with Section 2.6, Hidden Conditions.

## 2.8 OVERHEAD AND PROFIT

- A Adjustments to the Contract Amount due to changes in the Work or any other reason, shall include overhead and profit as follows:
- 1 Contractor's overhead and profit on the direct cost of Work performed by his forces shall be a total sum not exceeding fifteen percent (15%) of such costs.
  - 2 Contractor's overhead and profit on the direct cost of Work performed by Subcontractors shall be a total sum not exceeding five percent (5%) of such Work.
  - 3 Subcontractor's overhead and profit on the direct cost of Work performed by Subcontractor shall be a total sum not exceeding fifteen percent (15%) of the cost of the Work. Subcontractor overhead and profit will be allowed for one tier only.



- 4 Changes to the Work ordered by the Architect or Owner which decrease the Contract Amount shall include overhead and profit in accordance with the above provisions. Value engineering revisions initiated by the Contractor and accepted by Owner which decrease the Contract Amount shall be at cost only.
- 5 The “direct cost of the work” is considered to be the cost of labor and material incorporated into the construction. Supervision and administration of the work, changes, or claims shall not be included in direct cost.

## 2.9 MAINTAIN RECORDS

Contractor and Subcontractor shall maintain records, in accordance with generally accepted accounting principles, relating to costs of changes to the Work or Claims for 4 years after the final completion. The Owner will have the right to audit these records at any time up to 4 years after completion of the Project and recover from the Contractor or Subcontractor any amount paid by Revision Order but not substantiated by audit.

## 2.10 PROPOSAL REQUESTS

Contractor is required to provide preliminary estimates using their best judgment of time and cost impact of potential changes to the Project as requested by the Architect. Estimates shall be provided to the Architect within seven (7) days of receiving the Proposal Request. Contractor will be responsible for any cost increase or schedule impact resulting from Contractor’s failure to respond within the allowed time.

## 3 CONTRACTOR

### 3.1 DEFINITIONS

- A The term Contractor, as used herein, is the person or organization identified as such in the Agreement, and is referred to as if singular and masculine and includes his authorized representatives.
- B The term Subcontractor, as used herein, includes only those persons or organizations having a direct Contract with the Contractor to perform a portion of Contractor’s Work. Subcontractor includes one who furnishes material worked to a special design according to the plans or Specifications but does not include one who furnishes material not so worked.

### 3.2 GENERAL

- A Contractor agrees to perform all Work required by the Contract Documents.
- B All Work shall be done in accordance with the best practices of the various trades involved and highest industry standards.
- C The Contractor shall keep on the Project site during the progress of the Work a competent superintendent satisfactory to the Owner. The Superintendent shall not be changed except with the consent of the Owner. The Superintendent shall represent the Contractor and all directions given to him shall be as binding as if given to the Contractor.
- D It is the Contractor's responsibility to diligently prosecute the Work, using his best skills and attention, and the most appropriate techniques and equipment that are required to provide a finished product in compliance with the Contract requirements. He shall insure that no Work is done that does not comply with the Contract Documents.
- E The Contractor shall attend a preconstruction meeting, weekly progress meetings and other meetings as necessary to accomplish the Work and administer the provisions of the Contract.
- F Contractor shall submit to Owner a daily record of Contractor's activity. Such record shall be delivered to Owner daily for previous day's activity and shall include Project name, date, weather, names of Subcontractors, count of personnel by company, material deliveries, description and location of activity and events. The record of daily activity shall not be used as a Notice to Owner.

### 3.3 SUBCONTRACTS

- A The Contractor shall not be permitted to substitute any person or organization for any Subcontractor, person or organization listed by him in his bid without the prior, written consent of the Owner, as provided for in Chapter 2 of Division 5, Title 1 of the California Public Contracts Code.
- B In addition to the information required in Form of Proposal regarding Subcontractors, the Contractor, after execution of the Contract but prior to execution of the subcontract, shall submit the following information on each Subcontractor: name, address, and nature of Subcontractor's work, Subcontract Amount, and all other information the Owner deems relevant. The Contractor shall not Contract with any such proposed person or entity to whom the Owner objects.

- C Contractor shall bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to their work. The Contractor shall be responsible for the acts and omissions of Subcontractors.
- D Contractor agrees to pay to each Subcontractor promptly upon receiving payment from Owner.
- E Neither the acceptance of the Subcontractor nor any other act of the Owner, nor anything contained in any contract document is to be construed as creating any contractual relation between the Owner and any Subcontractor.

### 3.4 PERSONNEL AND LABOR POLICY

- A Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the work assigned to him. The Contractor shall be responsible to the Owner for the acts and omissions of his employees and other persons performing work for the Contractor.
- B No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this contract on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical ability, or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Contract.

Violation of the non-discrimination provisions of this Contract shall be considered a breach of this Contract and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Contract; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 5 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of

such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

For contracts over \$5,000, with respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

- C Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees working on the Project. Contractor's affirmative action policies shall be made available to Owner upon request.
- D It is the policy of the Owner that Contractors on public Projects employ their workers from the local labor market whenever possible. Consistent with that policy, the Contractor is requested to employ his workers from the local labor market. Local labor market within the meaning of this section is defined as the labor market within the geographical confines of the County of San Mateo, State of California.
- E The Contractor shall forfeit, as penalty to the Owner, twenty-five Dollars (\$25) for each laborer, workman, or mechanic employed in the execution of the Contract by him, or by any Subcontractor under him, upon any of the Work hereinabove mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Article 3, chapter 1, part 7, division 2 of the Labor Code.
- F The Contractor shall forfeit as penalty to the Owner, twenty-five dollars (\$25) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinafter stipulated for any Work done under the attached Contract, by him, or by any Subcontractor under him, in violation of the provisions of Article 2, chapter 1, part 7, division 2 of the Labor Code.
- G Apprenticeship Program: Contractor shall comply with the provision of Section 1777.5, chapter 1, part 7, division 2 of the Labor Code.
- H The Contractor's attention is directed to the provisions of the California Labor Code, Division 2, Section 1776, and the regulations implementing it in Title 8, California Administrative Code. The Contractor shall be responsible for compliance by his Subcontractors. A certified copy of all weekly payroll records shall be furnished upon request of the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- I Payrolls shall contain the full name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours



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worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen.

- J The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

#### 4 OWNER

##### 4.1 DEFINITION

The Owner is the person or organization identified as such in the Agreement, and is referred to as if singular in number and masculine in gender and includes his authorized representatives. The Owner may be the County of San Mateo, sometimes called "The County", or it may be a non-profit corporation.

##### 4.2 GENERAL

- A The Owner may furnish information after the bid date and not included in the Contract Documents in the form of drawings, reports, survey data, utility locations, plans of existing facilities and such other information. This information is not part of the Contract Documents.
- B The Owner shall receive copies of all correspondence, notices, approved shop Drawings, test reports and such material pertinent to the Contract. The Owner shall have access to the Work at all times.

##### 4.3 THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works for the County of San Mateo and/or the Director of the County of San Mateo Department of Housing and their duly appointed representative is the duly appointed agent for the Owner and as such is empowered to act for the Owner in all matters as stated in the Contract Documents or as provided by law.

##### 4.4 OWNER'S CONSTRUCTION OBSERVER

- A The Owner may engage a Construction Observer. The Owner's Construction Observer shall receive copies of all communications regarding the Project, have full access to the Work, and be kept informed of all actions taken.
- B The Owner's Construction Observer shall not interpret the plans, coordinate the Work, order changes in the Work, supervise the workmen, or perform any duty which is the responsibility of the Architect or the Contractor.

### 5.1 DEFINITION

For the purpose of this Contract, the Architect is identified in the Project Manual. The Owner may also be the Architect. The term "Architect" shall include his appointed representatives and consultants. The person is referred to throughout the Contract as if singular in number and masculine in gender. Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

### 5.2 GENERAL

- A The Architect will provide general administration of the Contract between Owner and Contractor.
- B The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents. The Owner's instructions to the Contractor may be issued through the Architect.
- C The Architect shall at all times have access to the Work. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents. The Architect will make periodic visits to the site to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. Architect will endeavor to guard the Owner against defects and deficiencies in the Work.
- D The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the Contractor's performance thereunder. The Architect will, within 14 calendar days, render interpretations or answers to questions submitted by Contractor. All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by all parties of the Contract. The Architect's decision in matters relating to esthetic effect will be final.
- E The Architect will review submittals, samples, adjustments to the Contract, applications for payment, written guarantees, operation and maintenance manual and other documents required by the Contract.

## 6 PERFORMANCE OF THE WORK

### 6.1 DEFINITION

- A The term "Work" as used herein is all of the Contractors obligations under the Contract including, but not limited, to providing all labor, material, equipment and services indicated by the Contract Documents, as-built drawings, punchlist, inspections and approvals required or necessary for occupancy, and guarantees.

- B The term "Project" is the total construction planned or contemplated by the Owner of which the Work may be the whole or a part. The Owner may perform or contract for other work on the Project site during the progress of the Work.

## 6.2 GENERAL

- A The Contractor shall provide, maintain and remove upon completion of the Work, all tools, machinery, equipment, temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavation, ladders between floors, fences around buildings, and all other items as required for safe completion of the Work, whether specifically designated or not and shall conform to all requirements in regard to operation, safety, and fire hazards of State and local authorities and of underwriters.
- B Deliver all materials and equipment in the manufacturer's original sealed, labeled containers and protect items against moisture, rust, dust, tampering, or damage.
- C Place all materials and equipment orders in time to avoid job delay or hindrance. Schedule deliveries to coincide with the construction schedule so that materials and equipment are promptly installed upon delivery.
- D Except as specifically noted otherwise, the installation and/or maintenance directions provided by the manufacturer shall be followed for all materials and equipment.
- E All materials and equipment shall be new, unless specifically marked otherwise.
- F All materials and equipment not conforming to the Contract Documents shall be rejected and shall be immediately removed from the site of the Work.
- G All utilities and services required by the Contractor including electrical power, water, temporary telephones, temporary sanitary facilities, and temporary heat as required for the proper installation of materials and the completion of the Work shall be provided by Contractor.
- H Shut down of utilities for any reason or duration shall be subject to approval by the Owner. The Owner requires a minimum of 14 days notice prior to authorizing a utility shut down. When shut-downs of 30 minutes or more are required, the Contractor shall provide alternate service for normal occupancy requirements. Utility shut-downs shall be scheduled during non-business hours.
- I Prior to ordering materials, the Contractor shall verify all measurements at the site and shall be held responsible for their accuracy. No extra compensation will be allowed for differences between actual measurements and the dimensions shown on the Drawings.

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- J Fences, office facilities, enclosures, storage sheds, etc., required by the Contractor in the performance of the Work shall be located where approved by the Owner.
- K 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.
- L During the progress of the Work, Contractor shall keep the premises orderly and safe and free from accumulation of waste materials and rubbish.
- M At the completion of the Work, Contractor shall remove all waste, surplus materials, and rubbish and shall clean all surfaces, removing all extraneous paint, mortar, dust, and stains, leaving the Work bright, clean and polished.
- N The project is not exempt from any Federal, State or local taxes.
- O Royalty and License Fees incidental to the use of any patented material, device or process shall be paid by the Contractor and in the event of a Claim of alleged infringement of patent rights, the Contractor shall save the Owner free and harmless from loss on account thereof; and also defend, at his own expense, all suits that may be brought in such connection.
- P Contractor shall continuously maintain adequate protection of all Work and shall protect the Owner's property from damage or loss arising in connection with this Contract.
- Q Precaution shall be exercised at all times for the protection of persons (including Contractor's and Owner's employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest safety orders of the State of California (General Industrial Safety Orders and Construction Safety Orders), and in compliance with the Occupational Safety and Health Administration.
- R All materials and workmanship shall be subject to inspection, examination, test and acceptance by the Owner at all times during manufacture and construction and at all places where such manufacture and construction are carried on.

### 6.3 EXISTING CONDITIONS

- A The Contractor by executing the Contract represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed and has correlated his site observations with the requirements of the Contract Documents.

- B The contractor shall carefully study and compare the Contract Documents and existing conditions and dimensions and the connection of the Work to existing conditions and shall report to the Architect any error, conflict, inconsistency, omission, or any variance with laws, ordinances, codes, rules or regulations bearing on the Work. Contractor shall report such conditions to the Architect in writing at such time as to allow at least twenty (20) calendar days for a response with no delay to the Work. All necessary changes shall be accomplished in accordance with Section 2, Contract Modifications.

#### 6.4 ADJACENT FACILITIES

- A The Contractor shall provide adequate protection for all parts of the Project site, and adjacent property, its improvements and its occupants throughout the Work. All damage done to existing property shall be neatly repaired or replaced at the Contractor's expense.
- B Work shall be executed in careful, orderly manner, with the least possible disturbance to public and occupants of the area.
- C The Owner will continue to use adjacent facilities. Contractor shall take care to disrupt the Owner as little as possible. Contractor shall provide legal and safe access to all facilities at all times. In order to facilitate use of adjacent facilities Owner may order Contractor to alter or temporarily cease operations.

#### 6.5 PERMITS

- A It shall be the responsibility of the Contractor to obtain and pay for all permits, licenses, certificates, approvals, utility connections and services necessary for the proper execution and completion of the Work.
- B All fees which are for temporary approvals or services, such as those which are necessary for construction procedures, shall be paid by the Contractor.
- C In the event the Special Provisions require the Owner to pay any fee, the Contractor shall notify the Owner in writing, twenty (20) calendar days in advance of a required fee payment.
- D It is the policy of the County to cooperate with State, County and City officials in regard to the construction of this Project, and it is the responsibility of the Contractor and all his Subcontractors to meet the requirements of government officials having responsibility for inspecting or observing construction by taking out permits for the Work, calling for inspections and adhering to safety practices in accordance with standard practice. In the case of conflict of any of these provisions, the Owner shall be notified. The term Inspector means a Public Building Construction Inspector or an individual performing the inspection as required by building codes or jurisdiction.

## 6.6 LAWS

- A The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. If the Contractor performs any Work contrary to such laws, ordinances, rules and regulations, he shall bear all costs and delays arising therefrom.
- B Owner and Contractor have all rights provided by law not specifically waived by this contract.

## 6.7 EMERGENCIES

- A In an emergency affecting the safety of life, the Work, or property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; he shall so act without appeal if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, beyond Contractor's contractual obligations, shall be determined by agreement. The Contractor shall immediately notify the Owner in writing.
- B In an emergency affecting the safety of life, the Work, or property or if an unsafe condition exists, the Owner may, but is not obligated, take measures to mitigate the condition. Such measures may include expending labor or material, engaging other contractors, entering the Project site utilizing materials, equipment or facilities of Contractor. The Owner's actions may be performed immediately and without notice to Contractor. Contractor shall pay Owner for all costs which are attributable to Contractor.

## 6.8 SUBMITTALS

- A Submittals are shop drawings, product data, maintenance information, samples, manufactures instructions, certifications, and similar documents or items which demonstrate the way the Contractor proposes to conform the Work to the information in the Contract Documents. Contractor shall review the entire Contract Documents for other provisions relating to submittals and individual submittal requirements, if any.
- B The Contractor shall review, stamp with his approval and submit to the Architect in orderly sequence so as to cause no delay in his Work or in the work of any other contractor, all submittals required by the Contract. Submittals shall be properly identified with specification section. At the time of submission, the Contractor shall note in writing any deviation in the submittals from the requirements of the Contract Documents. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, and that he has checked and coordinated each shop drawing and sample with the requirements of the Work and of the Contract Documents.



- C The Architect will review submittals for conformance with the designed concept and with the information given in the Contract Documents. A minimum of 14 calendar days is required for each submittal review. The Architect's review will not relieve the Contractor of responsibility for complying with the Contract Documents. If a submittal is required to be resubmitted, the time and cost of resubmission is the responsibility of the Contractor.

## 6.9 SUBSTITUTIONS

- A The intent of the Specifications is to specify high grade equipment and materials. It is not the intent of the Specifications to exclude or limit the products of any responsible manufacturer, except when the Owner has adopted a specific system or product which will be noted, "No Substitutions Allowed", or similar language. Where equipment, material, or process is specified by trade name or by patentee, manufacturer or dealer, it shall mean the specified item or any other product which is equal in every respect including quality, utility, serviceability, and aesthetic effect. The Architect shall be the sole judge of equality between products, materials or methods.
- B Should the Contractor wish to use equipment or materials different from those specified, he shall request approval for the desired substitution. His request shall include all substantiating data required for the Architect to make any evaluation of the request. No substitution shall be made without written approval of the Architect. The Architect's refusal to approve a substitution shall not effect the progress of the work and is not grounds for a Claim against the Owner.
- C The Contractor shall pay \$200, lump sum, for the Architect's time to review substitution requests. Payment is to be included with the substitution request package.

## 6.10 CORRECTING WORK

- A The Contractor shall promptly correct all Work rejected by the Owner or Architect, whether observed before or after the Notice of Completion and whether or not fabricated, installed or completed. The Contractor shall not receive a time extension for correcting such rejected Work. All such defective or non-conforming Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate contractors destroyed or damaged by such removal or correction.
- B If any Work should be covered before it is inspected, the Contractor at his expense, must uncover the Work for inspection and then replace the cover.
- C If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provisions of the Contract Documents, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy Owner may have, and without Contract termination or ordering the Contractor to stop Work make good such deficiencies in any

manner the Owner deems expedient. In such case an adjustment to the Contract shall be made in accordance with section 2, Contract Modifications, deducting from the payment then or thereafter due the Contractor, the cost of correcting such deficiencies, including the cost of additional services made necessary by such default, neglect or failure.

- D If the Owner deems it not expedient to correct Work damaged or not done in accordance with the Contract Documents, a deduction from the Contract price shall be made.
- E If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work or any portion thereof until the cause of such order has been eliminated. Contractor shall not receive a time extension or compensation as a result of stopping Work as required by this provision.

#### 6.11 TESTING

- A The Owner will provide for testing of materials or workmanship as required by these Specifications. The Contractor shall coordinate and schedule tests directly with the testing firm. The costs of tests on materials at the Project site will be borne by the Owner, except for retesting, as specified below, the material required for testing, and the Contractor's labor required to facilitate the test or delayed by the test, which the Contractor shall furnish. The Contractor will cooperate with the Owner's testing representative in the taking of test Samples. The Contractor shall pay for all tests which are not at the job site.
- B Required tests are specified elsewhere in the Specifications.
- C Should the results of any required tests fail to meet the requirements of the Contract Documents, Contractor shall either correct the unacceptable condition or furnish new materials, as directed by the Owner. Additional tests shall be made at the Contractor's expense until the materials are found to meet the requirements of the Contract Documents.
- D Should the results of any soil compaction tests fail to meet the requirements of the Specifications, Contractor shall recondition and/or recompact the fill, and additional tests shall be made at the Contractor's expense until the compaction is found to meet the requirements of the Specifications.
- E Testing or inspection services required outside of regular working hours shall be paid for by the Contractor.
- F When existing building systems such as fire alarms, fire sprinkler systems, smoke detectors, halon systems, etc., are modified by the Work, the Contractor shall test the entire system at the completion of the Work and demonstrate to the Owner that the system is functioning correctly and reliably.

## 6.12 RECORD DOCUMENTS

- A The Contractor shall maintain at the site record documents consisting of all Drawings, Specifications, addenda, approved shop drawings and samples, Revision Orders, Change Orders, instructions from the Architect, and other documents relating to the Project. All record documents shall be marked neatly and legibly by the Contractor to record all changes to the Work, field measurements, actual conditions, and adjustments made during construction.
- B Upon completion of the Work, Contractor shall transfer all record document information to a clean set of Drawing and Specifications and electronic media compatible with the Owner's software and deliver them to the Architect. CAD documents shall be in sheet format. Contractor shall provide any explanation or clarification of the record documents requested by Owner or Architect.

## 6.13 OPERATING AND MAINTENANCE MANUALS

Assemble and bind three (3) sets of all guarantees, certificates, warranties, operating instructions, as-built specification, and maintenance manuals into clearly organized files with an index, a list of Subcontractors and suppliers including their names, addresses, and phone numbers and present to Architect at the completion of the Work.

## 6.14 TRAINING OWNER'S REPRESENTATIVE

Contractor shall provide training to Owner's representative for all operating systems, features, and equipment. Training shall be sufficient to explain and demonstrate the location, function, and operation and shall be a minimum of four hours for each item of Work. Training shall be given by a person familiar with the Project. Operation and maintenance manuals must be available to the Owner prior to training and referenced during the training.

## 7 TIME

### 7.1 DEFINITION OF OFFICIAL DATES

- A The Contract Time is the period of time indicated in the Contract Documents for achieving Substantial Completion of the Work. Time is of the essence of the Contract. The term day as used in reference to this Contract shall mean calendar day unless specifically designated otherwise.
- B The Notice to Proceed shall establish the official date the Work may commence and the start of the Contract Time.
- C The date of Substantial Completion of the Work is the date established by the Architect as herein provided. A date of beneficial occupancy or acceptance may be determined but they will not have official status in the Contract.
- D The date of Final Completion is the date established by the Architect after

Substantial Completion when the Work is complete in every detail. Retention may be withheld until after Final Completion.

## 7.2 SUBSTANTIAL COMPLETION

- A Substantial Completion is the stage in the progress of the Work when the entire Work, or a designated portion thereof acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to allow the Owner to use and occupy the entire Work or portion as intended. Prior to Substantial Completion the Contractor shall have inspected the Work, completed corrective measures, obtained all approvals necessary for occupancy, placed into operation all equipment and systems, and obtained the Architects concurrence that Substantial Completion has been achieved.
- B When the Contractor considers that the Work, or designated portion thereof acceptable to the Owner, is substantially complete, the Contractor shall provide a written notice to the Architect and Owner in which the Contractor certifies that the Work or portion is Substantially Complete, lists all deficiencies, and requests inspection and acceptance. The failure to include any items on such list does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents.
- C Upon receiving notice in accordance with paragraph 7.2B the Architect and/or Owner will review the Work or designated portion thereof. If the Architect determines the Work or portion is substantially complete, the Architect will establish a date of Substantial Completion. If the Architect determines the Work or portion is not Substantially Complete the Contractor will be notified. Contractor is required to initiate reinspections by providing notice in accordance with Section 7.2B and reimburse the Owner for the cost of the reinspection.
- D The guarantee period shall begin on the date of Substantial Completion. A separate date of Substantial Completion shall be established for designated portions of Work as agreed to by owner.
- E Any Work used by Contractor prior to Substantial Completion shall be made new as of the date of Substantial Completion. Such Work may include lights, filters and systems or equipment requiring periodic maintenance.

## 7.3 LIQUIDATED DAMAGES

- A Should the Work not be Substantially Complete, as defined herein, within the Contract Time as may be revised, damages will be sustained by the Owner. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the Owner will sustain in the event of and by reason of such delay in completing the Work; and it is therefore agreed that the Contractor will pay the Owner the amount specified in the Special Provisions, as and for the Owner's liquidated damages. This amount covers Owner's damages

only and is not in lieu of the indemnification obligations set forth separately at section 9 nor shall these liquidated damages cover damages, including delay damages, claimed by third parties. Third parties shall include other contractors working on the Project. In the event the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due under the Contract not be sufficient to cover the amount owed, the Owner shall have the right to recover the balance from the Contractor, from other contracts between Contractor and Owner, or from the Contractor's sureties.

- B The Owner may allocate liquidated damages to portions of the Work. In the event the Contractor fails to complete Work remaining after Substantial Completion within the time periods established or fails to adhere to the conditions as agreed for achieving Final Completion, liquidated damages, and third party claims shall be charged to Contractor.

#### 7.4 USE AND OCCUPANCY PRIOR TO SUBSTANTIAL COMPLETION

- A The Contractor agrees to use and occupancy of a portion of the Work by Owner before Substantial Completion.
- B Prior to the Owner occupying a portion of the Work, a list of Work to be completed or corrected shall be prepared jointly by the Contractor and Architect.
- C Occupancy by the Owner shall not be construed by the Contractor as being an acceptance by Owner of that part of the Work to be occupied.
- D The Contractor shall not be held responsible for any damage to the occupied part of the Work resulting from the Owner's occupancy.
- E Occupancy by the Owner shall not be deemed to constitute a waiver of any claims which Owner or Contractor may have.
- F Use and occupancy of a portion of the Work by the Owner prior to Substantial Completion does not relieve the Contractor of his responsibility to maintain all insurance and bonds required under the Contract until the Work is completed and accepted by Owner.

#### 7.5 SCHEDULE

- A Contractor shall, within two weeks of being awarded the Contract, submit to the Owner and Architect a schedule for the Work. The schedule shall be a series of tasks representing the Contractor's plan for performing the Work including all activities both on site and offsite, submittal due dates, submittal review periods, material purchasing, lead or fabrication times, a period for punchlist and corrections, final inspection and approvals, and other events or activities having an effect on the progress or completion of the Work. For each task, the schedule shall show the duration, the starting and finish dates, predecessors, successors,

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and the average manpower and equipment planned. The schedule shall be submitted in bar chart and pert chart format and with a separate task list showing all data in spreadsheet format. No single task on the schedule may exceed two weeks in duration.

- B The schedule shall be revised as required by the progress and conditions of the Work, change orders and all other factors that could influence the date of Substantial Completion.
- C Contractor shall post a schedule on the Project site in a location readily accessible to the Owner and Architect. The posted schedule shall be updated at least weekly by the Contractor to show actual progress. At least once a month, Contractor will provide a written progress report to the Owner in a format approved by Owner.
- D Weather shall be allowed for in the Contractor's Schedule. Additional time will be granted for adverse weather to the extent the number of scheduled work days lost due to weather exceed: July 0, August 0, September 1, October 3, November 6, December 9, January 10, February 9, March 9, April 5, May 1, June 0.

## 8 PAYMENTS

### 8.1 CONTRACT AMOUNT

The Contract Amount as stated in the Agreement, including adjustments authorized under the terms of the Contract, is the total amount payable by the Owner to the Contractor for the complete Work.

### 8.2 CONTRACT AMOUNT BREAKDOWN

The Contractor shall, before the first application for payment, submit to the Architect a Contract Amount breakdown for the various parts of the Work divided into material and installation so as to facilitate payment. The payment breakdown shall be in such form as may be agreed upon by the parties and supported by such evidence as to its correctness that may be required by the Architect. The payment breakdown does not establish the value of Work for contract modifications.

### 8.3 PROGRESS PAYMENTS

- A The Owner shall make progress payments to the Contractor for labor and materials incorporated into the Work as called for by the Contract Documents and approved Revision Orders. Not more often than once each month and on a day of each month agreed upon between the Owner and the Contractor, the Contractor shall submit to the Owner through the Architect an application for payment consisting of a Certificate of Payment, a calculation of completed Work based on the approved payment breakdown and, if required by Owner, receipts, releases, or other evidence showing the Contractor's payments for materials, labor, Subcontractors, and any such information as the Owner may require. Payment



shall not be owed if the application does not conform to these requirements.

- B Payment for materials stored on site which have not been permanently incorporated into the Work is at the discretion of the Owner. Payment for materials stored off-site, whether or not specially fabricated for the Project, can be made only when payment for such materials has been previously approved by the Owner and shown on the approved payment breakdown and such payment shall be conditional upon submission by the Contractor of a Bill of Sale in a form acceptable to the Owner or other such evidence as is required by the Owner to establish the Owner's title to such material. All materials stored off-site shall be stored in a bonded warehouse at no additional expense to the Owner.
- C The Contractor shall present the application for payment, as required herein, to the Architect for approval. Architect will review and adjust the Certificate of payment to such amount as he decides is properly due and deliver it to the Owner for payment.
- D The Owner will retain 5 percent of the amount of each payment due the Contractor until after the date of Final Completion.
- E No Certificate of Payment issued nor payment made to the Contractor nor partial or entire use of occupancy of the Work by the Owner shall be an acceptance of any Work not in accordance with the Contract Documents.
- F The Contractor shall not assign any monies due or to become due hereunder without the written consent of the Owner and of all sureties executing bonds on behalf of the Contractor in connection with this Contract.

#### 8.4 OWNER'S FAILURE TO ISSUE PAYMENT

Should the Owner fail to issue payment for approved amounts owed under the Contract within 30 calendar days after the Architect receives the application for payment from Contractor, then the Contractor may, upon fourteen days written notice to the Owner and provided the Owner does not pay the Contractor within said fourteen days, stop Work only until Contractor receives the approved amount owed.

#### 8.5 PAYMENTS WITHHELD

- A The Owner may withhold payment, on account of subsequently discovered information, nullify the whole or a part of any progress payment or retention payment to such extent as may be necessary to protect the Owner from loss on account of:
  - 1 Defective Work.
  - 2 Third party claims or reasonable evidence indicating probable filing of third party claims.

- 3 Failure of the Contractor to make payments to Subcontractors or for material, labor or equipment.
- 4 The Owner's doubt that the Work can be completed for the unpaid portion of the Contract Amount.
- 5 Damage to another contractor's work.
- 6 Damage to Owner's property.
- 7 Failure to pay fees in accordance with the Contract Documents.
- 8 Owner's cost of correcting deficiencies in the Work or undertaking any Work.
- 9 Liquidated damages or anticipated liquidated damages.
- 10 Any amount owed to Owner or claimed by Owner.
- 11 Contractor's failure to deliver as-built drawings, guarantees, operating manuals or other documents.
- 12 Failure by Contractor to fulfill any Contract requirement.

#### 8.6 FINAL PAYMENT AND RETENTION PAYMENTS

- A The final payment shall be the one made in response to the 100 percent complete application for payment which will bring the total paid to the Contractor to 95 percent of the Contract Amount. Contractor's acceptance of the final payment shall constitute a waiver of all claims by Contractor except those previously made in writing.
- B The Owner is entitled to retain 5 percent of the amount of each payment due Contractor until at least 35 days after the date of recording the Notice of Completion. At that time if any Work is still not complete, the Owner may continue to withhold all retention or, at the Owners option, the Owner may pay any portion of the retention.
- C As a prerequisite to the release of retention, Contractor shall sign a Release of Liens in a form prescribed by Owner.
- D Contractor shall not be paid interest on retention.

## 9 INSURANCE

### 9.1 HOLD HARMLESS

- A To the full extent permitted by law, CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including CONTRACTOR, its officers, employees and servants, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from CONTRACTOR'S failure to comply with applicable laws, or (D) any other loss or cost resulting from the CONTRACTOR'S negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of CONTRACTOR or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.
- B The duty of CONTRACTOR to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- C The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

### 9.2 INSURANCE

- A The Contractor shall not commence Work under this Contract until all required insurance has been obtained and such insurance has been approved by the Owner. The Contractor shall furnish the Owner with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the Owner within ten (10) days after award of the Contract. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.
- B The Contractor shall have in effect during the entire life of this Contract Workers Compensation and Employers Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all Subcontractors similarly to provide Workers Compensation and Employers Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certification, required by Section 1861 of the Labor Code:

I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

- C The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any Subcontractor performing Work covered by this Contract, from any and all Claims for damages for bodily injury, including accidental death, as well as any and all Claims for property damage including third party property damage to include coverage on property in the care, custody and control of the Contractor, and also including what are commonly known as the X, C and U exclusions (having to do with blasting, collapse, and underground property damage) which may arise from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below. Such insurance shall include:

- 1 Comprehensive General Liability \$2,000,000
- 2 Motor Vehicle Liability Insurance \$1,000,000
3. Professional Liability insurance \$2,000,000

- D The Owner and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Owner, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Owner or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

- E The Contractor shall purchase and maintain at his expense All Risk Property Insurance, excluding Earthquake and Flood coverage, in an amount covering all work and materials in the Contract, including that of Subcontractors, in an amount equal to the Contract Amount including adjustments. Subcontractors shall be included as insureds and the Owner shall be named as a Loss Payee as its interests may appear. Said insurance shall be maintained in complete coverage throughout the duration of the Contract until the date of Substantial Completion.

### 9.3 FAILURE TO PROVIDE INSURANCE

If Contractor fails to provide insurance as required herein, the Owner, at its option, may take out and maintain such insurance as the Owner deems in its best interest and charge the cost thereof to the Contractor.

## 10 GUARANTEES

### 10.1 REQUIRED GUARANTEES

- A In addition to guarantees required elsewhere in the Contract Documents, the Contractor shall guarantee all of the work, and each Subcontractor shall guarantee his own Work, against defective material or faulty workmanship for a minimum of one year after the date of Substantial Completion. All guarantees must be submitted in triplicate to the Architect on the Contractor's own letterhead in the form prescribed by Owner.
- B In addition to the requirements of paragraph 10.1A, all standard manufacturer warranties shall be passed to the Owner which may extend the warranty period beyond one year.
- C In addition to the guarantees and warranties required by the Contract Documents, the Owner has all rights and remedies provided by law including those pertaining to latent defects.

## 10.2 REPAIR OF GUARANTEED WORK

- A If repairs are required in connection with guaranteed Work, the Contractor shall promptly upon receipt of notice from the Owner, and without expense to the Owner:
  - 1 Place in satisfactory condition in every detail all of such guaranteed Work;
  - 2 Make good all damage to the building, site, equipment, furniture, or contents which, in the opinion of the Owner, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed Work.
- B If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein he shall restore such disturbed work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- C A new full term guarantee period shall apply to repaired work upon completion of repairs.
- D If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from Owner, the Owner may remedy the Contractor's failure by whatever means the Owner deems expedient. The Owner may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by Owner pursuant to this Section shall be paid by Contractor.

END OF DOCUMENT



05 Document 2025 03 14 xy260

**BID FORM**

**STIPULATED SUM SINGLE-PRIME CONTRACT**

To: The County of San Mateo  
State of California

From: Department of Housing – County of San Mateo

For: **260 HARBOR BLVD. BELMONT REBUILD**  
PROJECT NO. 2025HARBOR260  
260 HARBOR BLVD., BELMONT, CA 94002

**Bid Opening Date: April 14, 2025 at 2:30PM**

1. SCOPE OF BIDS – The undersigned, doing business under the name of

KAZIKA CONSTRUCTION, INC

declares that the only persons or parties interested in this Bid proposal as Principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that Principals have carefully examined the location of the proposed Work, the form of Agreement, and the Contract Documents therein referred to; that they propose, and agrees if this Bid is accepted, that Principals will contract with the County of San Mateo, in the form of the Agreement in the Contract Documents, and shall perform all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The base bid, unit prices, alternates, allowances, as applicable, shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. The Base Bid will be used to determine the lowest responsible bidder.

2. BASE BID – Base bids shall include all Work specified in the Contract Documents. Write base bid in words and numbers. The base bid is the Contract Amount.

\$ five hundred sixty five thousand Dollars  
(\$ 565,000.00 )



3. UNIT PRICES: Not used.

A unit price shall be quoted for each of the following items of Work in accordance with the Contract Documents. Unit Prices shall apply to Work added to or deducted from the contract by Change Order. Unit Prices will not apply to Work in the Contract Documents unless specifically called out to be paid by a unit price.

4. ALLOWANCES: Not Used.

5. ALTERNATES: Not Used.

6. CONTRACT – If written notice (by electronic mail and U.S. Mail) of the acceptance of this Bid to the undersigned occurs within ninety (90) calendar days after the date of opening the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such notice, execute and deliver a contract in the Form of Agreement provided in these Contract Documents and submit with Agreement required Payment and Performance Bonds in the form provided in these Contract Documents. The undersigned designates the address provided in Section 14 of this form to be the place of business to which such notice of acceptance may be mailed or delivered.

7. TIME OF COMPLETION – The undersigned agrees, if awarded the Contract, to complete this entire work within Contract Time specified in 03 DOCUMENT 2025 03 14 xy260 Notice to Contractors.

8. BONDS – The undersigned agrees, if awarded the Contract to execute within ten (10) calendar days, two corporate surety bonds as called for in Document 11 21 13 Instruction to Bidders.

9. INSURANCE – Bidder's Insurance as required for this Contract is placed with:

CONTINENTAL CASUALTY COMPANY

Bidder's Workers Compensation Insurance is placed with:

STATE FUND COMPENSATION INSURANCE

Bidder's All Other Risk Insurance is placed with:

10. ADDENDA – All Addenda during Bidding are bound with Contract Documents and issued during the time of bidding.

11. This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

12. CONTRACTOR'S LICENSE – The undersigned agrees, if awarded the contract, to maintain and keep current through the completion of the contract the valid licenses for the work to be performed as required by the California Contractors License Law and all other applicable licensing requirements.

605554      B & C10      12/31/2026  
License No.      License Class      Expiration Date

13. By the signature below, the Bidder certifies, under penalty of perjury, the accuracy of the representations made in this Bid proposal.

Dated APRIL 10, 2025.

Company  
Business Type    X Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Sole Proprietorship

State of Incorporation of Location of Business Registration: CA

Name of Bidder: KAZIKA CONSTRUCTION INC

Type of Organization: REMODELING COMPANY

Signed by: [Signature]

Print Name of Signer: KAZIMIERZ KOZLOWSKI

Title of Signer: PRESIDENT

Address of Bidder: 2329 CASA BONA AVE BELMONT, CA 94002

Phone: 650-922-5775      Fax: \_\_\_\_\_

Email: KKAZIK@COMCAST.NET

Taxpayer Identification Number of Bidder: 81-3586456

Department of Industrial Relations Registration Number: REGISTERED STATE OF CA  
DIR

If Bidder is a partnership, give full names of all partners: N/A



If Bidder is a corporation, affix corporate seal.

Name of Corporation: KAZIKA CONSTRUCTION, INC

President/Secretary/Treasurer/Other: KAZIMIERZ KOZLOWSKI



14. **DESIGNATION OF SUBCONTRACTORS** – In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth and list below the name and the location of each subcontractor who will be employed, and the kind of work that each will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total Bid to County, if the Contract is awarded to the Bidder. Any work that the Bidder fails to list, Bidder agrees to perform that portion itself or be subject to penalty under applicable law.

In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

**Reference: Notice to Contractor regarding State Senate Bill SB 854**

**DESIGNATION OF SUBCONTRACTORS - Please List All Subcontractor's**

<b>DESIGNATED SUBCONTRACTOR LIST</b>				
<b>Project Number: P30F1</b>		<b>Project Name: Prevent Self Harm and Ligature Project</b>		
<b>Name and City of Subcontractor (1) (4)</b>	<b>Description of Work: Reference to Contract Items (1)</b>	<b>Price Under Contract (2) (3)</b>	<b>State of California Contractor's License (2)</b>	<b>Department of Industrial Relations Registration No. (DIR) (2)</b>
SCIB CONTRACTORS WILL BE HIRED UPON A SUCCESSFUL BID AWARD				

- (1) Submit this information with sealed bid.  
 (2) This information shall be required of the two (2) apparent low bidders, no later than two days following the bid opening. **DO NOT INCLUDE THIS INFORMATION WITH BID.**  
 (3) Dollar amounts will be treated as proprietary and will solely be for the use of County staff. **DO NOT INCLUDE THIS INFORMATION WITH BID.**  
 (4) Submit full address of Subcontractors two days following bid opening.

Attach additional page as necessary. Indicate "none" or number or pages attached here: \_\_\_\_\_  
 pages attached.

**END OF 05 Document 2025 03 14 xy260**

05 DOCUMENT 2025 03 14 xy260  
 BID FORM

**06 Document 2025 03 14 xy260**

**NON-COLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Project: 260 HARBOR BLVD. BELMONT REBUILD

Project No.: PROJECT NO. 2025HARBOR260  
260 HARBOR BLVD., BELMONT, CA 94002

**The undersigned declares:**

I am the PRESIDENT of KAZIKA CONSTRUCTION INC, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/10/2025 [date], at BELMONT [city], CA [state]."

  
\_\_\_\_\_  
Signature

PRESIDENT  
\_\_\_\_\_  
Title

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

**END OF 06 DOCUMENT 2025 03 14 xy260**

06 DOCUMENT 2025 03 14 xy260  
NON-COLLUSION DECLARATION



**09 DOCUMENT 2025 03 14 xy260**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**CERTIFICATION OF COMPLIANCE**

**WITH LAWS PROHIBITING DISCRIMINATION**

**THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED WITH THE BID**

We are in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, Section 503 of the Rehabilitation Act of 1973, and any other federal or state laws relating to equal employment opportunity and the provisions of Title 2, Chapter 2.50 of the San Mateo County Ordinance Code and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on race, religion, color, national origin, age, ancestry, physical or mental disability, sexual orientation, or sex. This pertains to the areas of recruitment, hiring, training, upgrading, transfer, compensation, and termination.

**CERTIFICATION OF INTENT**

We will develop and implement, during the course of the work concerned, an Equal Employment Opportunity Program of hiring and employment conducted without regard to race, religion, color, national origin, age, ancestry, physical or mental disability, sexual orientation, or sex of the applicants. With this certification we shall submit any and all information which may be required by the County in connection with this program.

Date: APRIL 10 2025

Bidder/Company Name: KAZIKA CONSTRUCTION INC.

Signature: 

Print Name: KAZIMIERZ KOZLOWSKI

Title: PRESIDENT

**END OF 09 DOCUMENT 2025 03 14 xy260**

09 DOCUMENT 2025 03 14 xy260  
CERTIFICATE OF COMPLIANCE & INTENT



10 DOCUMENT 2025 03 14 xy260

### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CONTRACTOR REPORT FORM

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED WITH THE BID

Project: 260 HARBOR BLVD. BELMONT REBUILD

Project No.: PROJECT NO. 2025HARBOR260

260 HARBOR BLVD., BELMONT, CA 94002

Company Name: KAZIKA CONSTRUCTION INCDate: APRIL 10 / 2025

#### RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column, not just minorities. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis ( ) for each classification.

Minority Employees										
Job Classification	Total All Employees	Ethnicity								
		American-Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
OWNER	1					1				
CONTRACTOR	1					1				
SUB CONTRACTORS WILL BE HIRED UPON A SUCCESSFUL BID AWARD										
Total(s)										

10 DOCUMENT 2025 03 14 xy260  
EEOP REPORT FORM

Ethnicity Notes:

- (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.
- (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.
- (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**END OF 10 DOCUMENT 2025 03 14 xy260**

11 DOCUMENT 2025 03 14 xy260

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM  
QUESTIONNAIRE**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE  
COMPANY AND SUBMITTED WITH THE BID

Project: **Prevent Self Harm and Ligature Project**  
San Mateo Medical Center, San Mateo, CA 94403

Project No.: P30F1

Company Name: KAZIKA CONSTRUCTION INC

Name of Company Official: KAZIMIERZ KOZLOWSKI

Phone: (650) 922-5775 Date: APRIL 10 2025

1. ☒ Yes ☐ No Have you read and are you acquainted with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, the California Fair Employment Practices Act and Title 2, Chapter 2.50 of the San Mateo County Ordinance Code?

2. ☒ Yes ☐ No Is it the policy of your company to recruit, hire, train, upgrade, transfer, compensate, and discharge without regard to race, religion, color, national origin, age, ancestry, physical or mental disability, sexual orientation, or sex?

3. ☒ Yes ☐ No Have you appointed an Equal Employment Opportunity Officer? Give his name, position in the company, office address, and phone number.

KAZIMIERZ KOZLOWSKI

650 - 922-5775

4. ☐ Yes ☒ No Does your employment advertising state that you are an Equal Opportunity Employer?

11 DOCUMENT 2025 03 14 xy260  
EEOP QUESTIONNAIRE



5. ☐ Yes ☒ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, ancestry, physical or mental disability, sexual orientation, or sex?

6. ☐ Yes ☒ No Were any employees hired by means other than the union hiring hall in the past year?

How many? 0

What positions? N/A

7. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups).

N/A

8. How many apprentices do you employ? 0

How many of these are minorities? N/A

9. ☐ Yes ☒ No Do you have a program for upgrading and counseling present employees?

Describe: \_\_\_\_\_

10. ☐ Yes ☒ No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups: \_\_\_\_\_

11. What percentage of your work force is covered by union agreement? 0

12.      Yes X No Have you advised the labor union and/or worker organization of your company's responsibility under the Equal Employment Opportunity Program?

13.      Yes NA No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

14. X Yes      No Have you notified all subcontractors submitting bids to you that they will be subject to the same minority employment requirements should you be the successful bidder?

15. Describe any previous experience with Equal Employment Opportunity Programs:

AS A SMALL BUSINESS OWNER  
I VERIFY MY SUBCONTRACTORS  
FOLLOW EEO STANDARDS

16. State what Equal Employment Opportunity Program you plan to take in connection with this project:

I WILL VERIFY MY SUBCONTRACTORS  
ARE ~~IN~~ IN COMPLIANCE WITH  
EEO LAWS

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy of it.

**END OF 11 DOCUMENT 2025 03 14 xy260**

11 DOCUMENT 2025 03 14 xy260  
EEOP QUESTIONNAIRE

**13 DOCUMENT 2025 03 14 xy260**  
**ANTI-TRUST LAWS QUESTIONNAIRE**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL AND SUBMITTED WITH  
THE BID

Project: 260 HARBOR BLVD. BELMONT REBUILD

Project No.: PROJECT NO. 2025HARBOR260  
260 HARBOR BLVD., BELMONT, CA 94002

Company Name: KAZIKA CONSTRUCTION INC

In accordance with instructions from the State of California Attorney General's Office, with regard to California and Federal Anti-Trust Laws, answers to the following must be included with the bid.

1.        Yes   X   No Were bid depository of registry services used in obtaining subcontractor bid figures in order to compute your bid?

2. If the answer to No. 1 is "Yes" please list the subcontractors using a bid depository or registry service.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.        Yes   X   No Did you have any source of subcontractor's bids other than bid depositories?

4.        Yes   X   No Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Date: 4/24/2025 Name: KAZIMIERZ KOZLOWSKI

Nature of the threats: \_\_\_\_\_

Additional comments: \_\_\_\_\_

**END OF 13 DOCUMENT 2025 03 14 xy260**

13 DOCUMENT 2025 03 14 xy260  
ANTI-TRUST QUESTIONNAIRE



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**BID BOND**

**(Bid Security Form)**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Kazika Construction, Inc., as Principal  
("Principal"),

and SureTec Insurance Company, as Surety  
("Surety"), are hereby held and firmly bound unto the County of San Mateo in the State  
of California, as represented by the County Board of Supervisors, hereinafter called the  
"Owner" in the sum of

ten percent of the total amount bid Dollars (\$ 10% )  
lawful money of the United States of America, for payment of which sum, well and truly  
to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that, whereas the Principal has submitted  
to the County a certain Bid, attached hereto and hereby made a part hereof, to enter  
into a contract in writing for the [insert project name and address], Project No. [insert] in  
strict accordance with the Contract Documents.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or, in alternate
- b. If said Bid shall be accepted and the Principal shall execute and deliver a  
contract in the Form of Agreement attached hereto and shall execute and deliver  
Performance and Payment Bonds in the Forms attached hereto (all properly completed  
in accordance with said Bid), and shall in all other respects perform the agreement  
created by the Acceptance of said Bid.

Then, this obligation shall be void; otherwise, the same shall remain in force and  
effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as herein  
stated.

The Surety, for value received, hereby stipulates and agrees that the obligation  
of said Surety and its bond shall be in no way affected or impaired by any extension of  
the time within which the County may accept such Bid and said Surety does hereby  
waive notice of such extension.

IN WITNESS WHEREOF, the above-bounden parties have executed this

instrument under their several seals this 11th day of April, 2025  
the name and corporate seal of each corporate party being hereto affixed and these  
presents duly signed by its undersigned representative, pursuant to authority of its  
governing body.

In presence of:

Kazika Construction, Inc.

(Individual Principal)

(Affix  
Corporate  
Seal)

2329 Casa Bona Avenue,  
Belmont CA 94002

(Business Address)

By 

Attest:

Kazika Construction, Inc.

(Corporate Principal)

2329 Casa Bona Avenue,  
Belmont CA 94002

(Business Address)

(Affix  
Corporate  
Seal)

By   
Albert Espino, Attorney-in-Fact

Attest:

SureTec Insurance Company

(Corporate Surety)

3111 Camino Del Rio N, Suite 900, San Diego, CA 92108

(Business Address)

(Affix  
Corporate  
Seal)

By \_\_\_\_\_

The rate or premium on this bond is N / A per thousand.

Total amount of premium charge, \$ N / A  
(The above must be filled in by Corporate Surety.)

County of San Mateo – Department of Housing

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

**END OF 17 DOCUMENT 2025 03 14 xy260**



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Gloria S. Becerra, Dave B. Roalkvam, David Melman, Amanda Harvey, Evan M. DeBow, Eric Taylor, Maria Melendez, Rene Brandt, Deanna Fonseca, Albert Espino, Sergio Rynard, Ruth Alonso

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

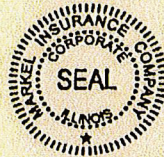
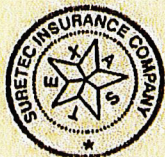
"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of January, 2025.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

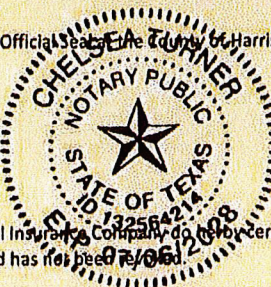
By:

Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 6th day of January, 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner  
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 11th day of April, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On April 11, 2025 before me, S. Rynard, Notary Public

personally appeared Albert Espino

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

S. Rynard  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
  
☐ PARTNER(S)  
☐ MEMBER of LLC  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Gina Galvas
Business & Contractors Insurance Services, Inc.	PHONE (A/C, No. Ext): (619) 592-4440
9855 Prospect Ave.	FAX (A/C, No): (619) 592-4449
Suite D	E-MAIL ADDRESS: Gina@bcisinc.net
Santee CA 92071	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Casualty Company
	INSURER B: AmGUARD Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL247222298

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C6984741451	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			KAAU596108	2/18/2024	2/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh Schwartz/AMZ

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