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GENERAL - The material and services set forth in this bid/agreement shall be furnished by the bidder/seller subject to all the terms and conditions listed herein which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

1. DEFINITIONS -

- A. The Owner, the Contractor and the Architect are those named as such in the Agreement.
- B. "Approved" shall mean "as approved in writing by the "Architect".

2. CORRELATION AND INTENT OF DOCUMENTS - The Specifications and Drawings are intended to be complimentary so that any work exhibited in the Drawings, but not mentioned in the Specifications, or vice versa, shall be executed to the true intent thereof and the same as if both exhibited in the Drawings and set forth in the Specifications.

3. DETAIL DRAWINGS AND INSTRUCTION - The Architect will furnish to the Contractor, with reasonable promptness, such further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work. In giving such additional instructions, the Architect shall have the authority to make minor changes in the work not involving extra cost, and not inconsistent with the intent of the Drawings and Specifications or the purposes of the building. The Contractor shall conform to same consistency with the intent of the Contract, Drawings and Specifications. The Contractor shall not proceed with any portion of the work unless Contractor is in possession of Plans and information necessary for its proper execution. The execution of the work specially detailed or explained, without a written Change Order signed by the Owner and the Architect, shall constitute an acceptance by the Contractor of detailed drawings or information as being in conformity with the original intent of the Contract Documents.

4. NO ORAL AGREEMENTS - No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

5. DRAWINGS AND SPECIFICATIONS - The Contractor shall keep on the work site a copy of the Drawings and Specifications, including all authorized Change Orders, in good condition, which shall always be available to the Owner, Architect, and their representatives. All Drawings, Specifications and copies thereof furnished to the Contractor are the property of the Owner and shall not be used on other work without Owner's consent. Upon completion of this project, all copies of the Drawings and Specifications shall be returned to the Architect, as agent of the Owner.

6. MATERIALS, WORKMANSHIP - All materials used in the project, unless otherwise specified, shall be new, of the types and grades specified, and the Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case. All workmanship shall be of the best quality and all workmen shall be suitably skilled in the work which they perform.

7. DEFECTIVE WORK AND MATERIALS - The Contractor shall promptly remove from the premises all materials condemned by the Architect as failing to conform to the Contract, whether incorporated in the work or not, and where materials and/or work have been condemned by the Architect, the Contractor shall promptly replace and re-execute his/her work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Architect and Owner deem it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract.

8. SUBSTITUTIONS OF MATERIALS AND EQUIPMENT - Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the Architect. Equals will not be accepted unless the Contractor requests and receives permission in writing from the Architect to make specific substitutions. Requests shall be made within sufficient time to allow the Architect to investigate the merits of the proposed substitution, and the Contractor shall present complete details with specific explanations of the characteristics of those details which differ from the Specifications.

9. CONTRACTOR'S TITLE TO MATERIALS - No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that Contractor has good title to all materials and supplies for which Contractor accepts partial payment.

10. LICENSES, PERMITS, LAWS, AND REGULATIONS - The Contractor, acting in the name of the Owner, shall obtain and pay, only where legally required, for all licenses and permits, inspections and inspection certificates, required to be obtained from or made by any authority having jurisdiction over any part of the work included in the Contract. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of this Contract are at variance with applicable law, ordinances, regulations or building code requirements, Contractor shall promptly notify the Architect, and shall not proceed with the work in question, except at his/her own risk until the Architect has had an opportunity to determine the extent of the responsibility for the variance. Before the certificate of final payment on the Contract is issued, the Contractor may be required to submit all licenses, permits, and certificates of inspection to the Architect.

11. PATENTS, ROYALTIES AND TAXES - The Contractor shall hold the Owner and the Architect harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, appliance, or device used in the performance of

the Contract and shall defend all suits or claims for infringement of any patent right. Contractor shall pay all applicable Federal, State and local sales taxes and all other taxes pertinent to the work involved in this Contract.

12. **ENGINEERING, SURVEY AND SITE EXAMINATION** - The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility conditions under which the work is to be performed. No claim for allowances because of his/her error or negligence in acquainting himself with the conditions at the site will be recognized.
13. **PROTECTION OF WORK AND PROPERTY** - The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect his/her own work and adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or municipal laws and regulations and local conditions shall be protected against damage, and pavements that are accidentally damaged or necessarily cut shall be replaced with the same material upon completion of the work.
14. **ACCIDENT PREVENTION** - Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or hurt to any person or property and shall also be responsible for the same if such occur.
15. **EMERGENCIES** - In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable, the Contractor shall communicate with the Architect or the Owner and shall be guided by the directions and advice of the Architect or Owner, as the case may be, if the character of the emergency is such as to require action with such short limits of time or under circumstances rendering that impracticable, then the Contractor shall act independently and upon his/her own responsibility, subject to the direction and control of the Architect or the Owner as soon as it may become practicable to obtain the same.
16. **ACCESS TO THE WORK** - The Architect, Owner, and their representatives shall have access at all times to the work for purposes of inspection, wherever said work is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.
17. **INSPECTION OF THE WORK** - All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination, and test by the Architect at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Architect shall have the right to reject defective material and workmanship or require its correction. Should the Specifications, the Architect's instructions, any law, ordinances or public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection and if the inspection is by an authority other than the Architect, of the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the Architect, it shall, if required by the Architect, be uncovered for examination at the Contractor's expense.
18. **INSPECTOR (Clerk of the Works)** - The Owner may employ an inspector, who will act as a direct representative of the Owner and the Architect, and who shall provide full-time and continuous personal supervision and inspection of the work. Such supervision and inspection shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree, the Contractor's responsibility for providing efficient and capable superintendence as required herein. The inspector is not authorized to make changes in the Drawings or Specifications, nor shall his/her approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects. No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and consent of the inspector.
19. **SUPERVISION OF CONTRACTOR** - The Contractor shall keep on the work continuously during the progress, a competent Superintendent and required assistant who shall be satisfactory to the Architect. The Superintendent shall be qualified to, and shall, represent the Contractor during all times when the Contractor is not present and all orders or directions issued to the Superintendent by the Architect shall be as binding as if given to the Contractor personally. Both the Contractor and the Superintendent shall cooperate to provide efficient and complete supervision over all phases of the work. The supervision of the Architect shall not lessen the responsibility of the Contractor to furnish supervision, nor shall it relieve the Contractor of responsibility for the correction of subsequently discovered defects.
20. **CHANGES IN THE WORK** - The Owner, upon agreement with the Contractor, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. The Contractor shall not be authorized to comply with such orders without previously obtaining written authority therefore from the Owner and Architect. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. The Contractor shall, when requested by the Architect, furnish an itemized breakdown of the quantities and prices used in computing the value of any change that may be ordered. If in the opinion of the Contractor any instructions, detail Drawings, or notices of any description issued by the Architect or Owner involve extra cost above the contract price Contractor shall immediately give the Architect written notice to that effect before proceeding with the work involved. The execution of work without prior submission of such written notice shall constitute the Contractor's acceptance of the work as being within the Contract price.
21. **DELAYS AND EXTENSION OF TIME** - If the Contractor is delayed at any time in the progress of the work by any causes which are beyond the Contractor's control, in the opinion of the Architect, then the time of completion shall be extended for such reasonable time as the Architect may decide. Prompt claim therefore shall be made in writing to the Architect. Normal seasonal rainfall shall not be

22. OWNER'S RIGHT TO DO WORK - Should the contractor, at any time during the process of construction, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, unless prohibited from so doing through the action of the Owner, the Architect, or other authorized official agencies, the Owner, after giving 10 day's written notice to the Contractor may, without prejudice to any other rights Contractor may have, proceed to furnish the materials and workers necessary to proceed with and/or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to the Contractor.

23. CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT. If through no fault of the Contractor, or of anyone employed by Contractor (1) the work is stopped by order of any court or governmental authority, other than the Owner, (2) the Architect capriciously or arbitrarily fails to issue any certificate for payment within ten days after it is due, or (3) the Owner fails to pay to the Contractor, within 60 days

after presentation of the Architect's certificate to the Owner, any sum certified by the Architect, then the Contractor may upon 10 days' written notice to the Owner and the Architect stop work or terminate the Contract, and the Owner shall be liable to the Contractor for any loss sustained and reasonable profit.

24. LIENS. The Contractor agrees that at any time upon request of either the Owner or the Architect, Contractor will submit a sworn statement setting forth the work performed or material furnished by Subcontractors and material suppliers, and the amount due and to become due to each, and that before the final payment called for hereunder Contractor will, if requested, submit to the Owner or the Architect a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work.

25. ASSIGNMENTS. The Contractor shall not assign the whole or any part of this Contract without the written consent of the Owner and all Sureties executing bonds on behalf of the Contractor in connection with said Contract.

26. OWNER'S RIGHT TO TERMINATE THE CONTRACT. If the Contractor should be adjudged as bankrupt, or if Contractor should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of his/her insolvency, or if Contractor should, except in cases stated in the following paragraph, persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if Contractor should fail to make prompt payment to Subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy after giving the Contractor 10 day's written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method Contractor may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation to the Architect for his/her additional 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. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Owner, upon certification by the Architect, may, without prejudice to any other right or remedy, terminate the contract.

27. PAYMENTS WITHHELD. The Architect may withhold or, on account of subsequent discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed, or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to Subcontractor or for material or labor.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Default of the Contractor in the performance of the terms of the Contract.

28. MUTUAL RESPONSIBILITY OF CONTRACTORS. If the Contractor or any of his/her Subcontractors or employees cause loss or damage to any separate Contractor on the work, the Contractor agrees to settle with such separate Contractor by agreement or arbitration, if Contractor will so settle. If such separate contractor sues the Owner, on account of any loss so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any expenses or judgment arising therefrom.

29. SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the project, and the work under which may proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work. The Contractor, including his/her Subcontractors, shall keep himself informed of the progress and the detail work of other Contractors and shall notify the Architect immediately of lack of progress or defective workmanship on the part of other Contractors where such delay or such defective workmanship will interfere with his/her own operations. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of the status of the work as being satisfactory for proper coordination with his/her own work.

30. SUBCONTRACTS.

- A. The Contractor may, without additional expense to the Owner, utilize the service of Subcontractors on those parts of the work which are specified to be performed by Subcontractors.
- B. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.
- D. The Contractor shall be responsible for the coordination of the trades, Subcontractors and material suppliers engaged upon his/her work.
- E. Neither Owner nor Architect will undertake to settle any differences between the Contractor and his/her Subcontractors or between Subcontractors.
- F. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors.
- G. The Owner and the Architect reserve the right to approve all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with his/her Proposal will be deemed to be acceptable.
- H. In accordance with Section 4104 of the California Public Contract Code his/her bid, shall set forth: (1) the name and location of the place of business of each Subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work, or improvement, in an amount in excess of one half of 1% of the Contractor's total bid, and (2) the portion of the work which will be done by each such Subcontractor.
- I. In accordance with Section 4105 of the California Public Contract Code, if the Contractor fails to specify such subcontracts, Contractor agrees to perform that portion of the work.
- J. In accordance with Sections 4107 and 4107.5 of the California Public Contract code, no Contractor whose bid is accepted shall, without consent of the awarding authority, either: (1) substitute any person as a Subcontractor in place of the Subcontractor designated in the original bid; or (2) permit any such Subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the original Subcontractor listed in the bid; or (3) sublet or subcontract any portion of the work in excess of one half of 1% of the Contractor's total bid as to which his/her original bid did not designate a Subcontractor.

31. THE ARCHITECT'S STATUS. The Architect shall have general supervision and control of the work in all phases. He/she shall determine the amount, quality, acceptability and fitness of all parts of the work, interpret the Specifications, Drawings, and all other Contract Documents, and decide all questions pertaining to the work and shall be the final arbitrator thereof. He/she shall have authority to stop the work whenever, in his/her opinion, the terms and conditions of the Contract are not being fulfilled or the work is not being executed in a proper manner. He/she shall be the final authority in determining the amount of work satisfactorily completed and the amount of money due during the progress of construction.

32. USE OF PREMISES AND CLEANING. The Contractor shall maintain the entire premises under his/her control in an orderly condition. Contractor shall store his/her apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his/her work or the work of other Contractors. Contractor shall not permit any load or stress to be placed upon any part of the permanent work which will endanger the safety or strength of said work. Contractor shall frequently clean up all refuse, rubbish, scrap materials and debris caused by his/her operation or by the operations of anyone under his/her direction, so that the site shall continuously present a neat, orderly and workmanlike appearance. Before final payment, Contractor shall remove all surplus material, false-work, temporary structures and fences, including foundations thereof, and debris of every nature resulting from his/her operations and to put the site in a neat orderly condition; to thoroughly clean and leave reasonably dust-free all finished surfaces on the interior of all buildings included in the Contract; and to wash and polish all glass, including the removal of all paint spatters and other defacements.

33. CORRECTION OF WORK AFTER FINAL PAYMENT AND GUARANTEE OF ONE YEAR. Neither the final certificate, final payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear to be discovered up to one year after recording of the Notice of Completion. The Owner shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately upon receiving such notification. Payment due to the Architect by the Owner for extra Architectural services required in the enforcement of Contractor's guarantee after acceptance of the work shall be paid to the Owner by the Contractor or his/her Surety.

34. OCCUPANCY BY THE OWNER. The Owner shall have the right to occupy the building or use the improvements prior to the completion of the entire work, and that such occupancy or use shall not operate as an acceptance of any part of the work.

- 35. METHOD OF PAYMENT.** Payments to the Contractor shall be made monthly and upon final completion of construction as follows: The Contractor shall present the hereinafter described statement to the Architect on the first day of each calendar month, or upon final completion of the work showing the percentage of the work completed. The statement shall include the value of all labor expended upon and materials incorporated into the work. It shall also include the value of materials to be incorporated into the work which have been delivered and satisfactorily stored on the site, as determined and approved by the Architect. Payment shall be made to the Contractor by the Owner upon presentation to the Owner of a certificate issued by the Architect in the amount of 90% of the value of the labor expended upon and materials incorporated into the work and 75% of the value of the materials delivered and satisfactorily stored upon the site. Said payments shall be based upon the total Contract price and only such labor and materials therein required. The final 10% of the Contract price shall be paid, upon the Architect's certificate thirty-five days after the recording of the Notice of Completion, subject, however, to the withholding of payment under Paragraph 25 of these General Conditions. Upon receipt of a payment request, the County shall review the request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request and any payment request determined not to be a proper request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by County shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds the seven day return requirement set forth above.
- 36. TIME FOR COMPLETION.** The Contractor shall have the number of consecutive calendar days from the date of the commencement of construction, as set forth in the Agreement, within which to complete the work, subject, however, to extensions of time duly granted in the manner and for the reasons specified herein.
- 37. DAMAGES.** If the Contractor fails to complete the work within the time limits and/or under the conditions herein set forth, Owner shall deduct from any amounts due or to become due to the Contractor, an amount equal to all actual damages suffered by the Owner as a result of such failure, including, but not limited to, that which the Owner pays to the Clerk of the Works, the Owner's expenses for building rentals, travel and transportation, and additional salaries and for any other expenses attributable to the delay. The foregoing shall not limit damages which would be otherwise recoverable under applicable law.
- 38. GUARANTY BONDS.** The successful bidder shall deliver to the Owner an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract, and also shall deliver to the Owner a separate executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security to the payment of all persons performing labor and furnishing materials in connection with this Contract. The Sureties of all bonds shall be such Surety company or companies as are approved by the Owner, and as are authorized to transact business in the State of California. Cost of bonds shall be included in the bid and Contract price.
- 39. CLIMATIC CONDITIONS.** The Contractor shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against injury from extreme heat, cold, dry winds, or dampers. The Architect shall have full authority to suspend operations on work when subject to damage by climatic conditions or because of insufficient curing or drying of surfaces or materials.
- 40. LAWS CONCERNING THE OWNER A PART HEREOF.** The Contract is subject to all provisions of the Constitution and laws of California governing, controlling or affecting the Owner, or the property, funds, operations or powers of the Owner, and such provisions are by this reference made a part hereof and of the Contract.
- 41. APPRENTICEABLE OCCUPATIONS.** The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprentice-able occupations on contracts involving \$30,000 or more requiring twenty working days or more.
- 42. BIDS \$25,000 OR LESS.** If the total amount bid is \$25,000 or less, then the Payment bond and Performance Bond are not required, provided that one payment of all compensation shall be made following satisfactory completion of all work.
- 43. DEPOSIT OF SECURITY.** In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to insure performance under the Contract.
- 44. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to the Owner and said insurance has been approved by the Owner. Except for compensation insurance, Owner shall be named as an additional insured and be furnished thirty-day's written notice prior to cancellation. The Contractor shall not allow any Subcontractor to commence work on his/her subcontract until the insurance required of the Subcontractor has been obtained. Insurance carrier must be California Admitted, with a minimum of AM Best Rating of A:V (5).
- A. Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all of his/her employees to be engaged in work on the project under this Contract and in case of any such work sublet the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- B. Contractor's Public Liability and Property Damage Insurance. The Contractor shall procure and shall maintain, during the life of his/her Contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 combined single limit coverage.

- C. Subcontractor's Public Liability and Property Damage Insurance. The Contractor shall require each Subcontractor to procure and maintain, during the life of his/her subcontract similar Public Liability and Property Damage Insurance with minimum limits equal to one-half the amounts required of the Contractor.
- D. Scope of Insurance and Special Hazards. The insurance required under subparagraphs B and C hereof shall provide adequate protection for the Contractor and his/her Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by Contractor and, also against any special hazards which may be encountered in the performance of this Contract as such hazards are specified in the Special Conditions and required thereby to be covered by insurance.
- E. Fire Insurance. The Contractor shall effect and maintain fire insurance, with extended coverage endorsements, upon the work of this Contract to one hundred percent of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, miscellaneous materials and supplies incidental to the work. The insurance policy or policies shall be written by a company or companies satisfactory to the Owner as their respective interests may appear. Contractor shall keep each building fully insured, without cost to the Owner, until final inspection and acceptance of all work.

45. WAGES AND HOURS. The Owner in accordance with the Labor Code has determined that the minimum wages paid on this project shall not be less than those set forth in the Notice Inviting Bids. Any class of laborers and mechanics (including apprentices) not listed in the schedule which will be employed on this Contract, shall be classified or reclassified, conformable to the schedule. While the wage rates shown are the minimum rates required to be paid during the life of the Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project and all deduction, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged. In connection with this wage scale, attention is directed to Section 1770-1777 of the Labor Code. The Contractor shall forfeit, as a penalty to the Owner, \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the Contract by Contractor or by any Subcontractor under Contractor. The Contractor and every Subcontractor shall keep an accurate record showing the name, occupation, and actual per diem wages paid to each worker employed by Contractor in connection with the work executed under this Contract. The records shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement. In accordance with the provisions and requirements of Section 1810-16 of the Labor Code, neither the Contractor nor any Subcontractor who employs, directs, or controls the work of any worker employed to execute work done under the Contract, shall require or permit such worker to labor more than eight hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property. Within thirty days after any worker is permitted to work over 8 hours in one calendar day due to such extraordinary emergency, the Contractor shall file with the Owner a verified report setting the nature of the emergency. The report shall contain the name of the worker and the hours worked by Contractor on the particular day. Failure to file the report within the thirty-day period shall be prima facie evidence that no extraordinary emergency existed. The Contractor and every Subcontractor shall keep an accurate record showing the name of, and actual hours worked by, each worker employed by Contractor in connection with the work executed under the Contract. The record shall be kept open at all reasonable hours to the inspection of the Owner and the Division of Labor Law Enforcement. The Contractor shall forfeit, as a penalty to the Owner, \$25 for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight hours, in violation hereof.

46. BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS". The provisions of this paragraph control over the provisions of Paragraph 8 of these General Conditions. Whenever any material, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion). As a part of his/her bid Proposal any bidder may include a request for a substitution of an item "equal" to a specified by brand or trade name. Within thirty-five calendar days after award of the Contract, the Contractor may submit to the Architect data substantiating such a request made in his/her bid Proposal; otherwise the request shall be deemed to have been withdrawn. Such submission shall include data showing the equality, his/her reasons for making the request, and the difference, if any, in cost to the Contractor. The Architect shall promptly investigate the request and make a recommendation to the Owner as to equality of the requested substitute. The governing board of the Owner shall promptly determine whether or not the substitute is equal in every respect of the item specified, shall grant or deny the request accordingly, and shall notify the Architect, who shall inform the Contractor in writing. Unless the request is granted by the governing board of the Owner, the substitution shall not be permitted. Nothing herein shall authorize any change in the Contract price nor prevent the use of Change Orders in the manner authorized by law for the project.

47. NOTICE OF COMPLETION. The Contractor shall promptly notify the Architect when construction is complete, to enable the Architect to make his/her final inspection and inform the Owner. Within ten days after the completion of construction in accordance with the Contract, and not otherwise, the Owner shall cause a Notice of Completion to be recorded in the office of the County Recorder.

48. EQUAL OPPORTUNITY CLAUSE. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order. The prime Contractor shall, as a part of this Contract, conform to and shall require such Subcontractor to conform to the following requirements if such requirements are found to be applicable to the Contractor or Subcontractor:

A. Transactions of \$10,000 or Under:

1. Contracts and subcontracts not exceeding \$10,000 are exempt from requirements of this clause.
2. No Contractor or Subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of the Equal Opportunity Clause. With respect to contracts and subcontracts for indefinite quantities, this Equal Opportunity Clause shall apply unless it is determined by the Owner that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed \$10,000.

B. Transactions in Excess of \$10,000, but Not More Than \$50,000:

1. Each prime Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations concerning Fair Employment Practices.
2. The Contractor shall maintain a written copy of its affirmative action plan and will furnish a copy to the Owner upon request of the Owner. The Owner reserves the right during the life of the Contract, to require the Contractor to complete an affirmative action compliance report furnished by the Owner setting forth definite goals and timetables and indicating progress in meeting the goals.

C. Transactions of \$50,000 or More:

1. Each prime Contractor who has fifty or more employees and a Contract of \$50,000 or more shall develop and submit to the Owner within thirty days of award, a written affirmative action compliance program including definite goals and timetables with proposed dates of compliance. The prime Contractor shall make, as condition of his/her Subcontract, the same requirement of each Subcontractor who has fifty or more employees and a subcontract of \$50,000 or more. Each Contractor shall include in his/her affirmative action compliance program a complete table of his/her employee's job classifications. This table must include, but need not be limited to, job titles, duties and rates of pay.
2. For the purpose of determining the number of employees under the preceding paragraph, the average of the Contractor's or Subcontractor's employees for the twelve month period immediately prior to award, or the total number of employees Contractor or Subcontractor will have on all jobs or sites when performing this Contract, whichever is higher, shall be used.

D. Contractor agrees that Contractor will permit access to his/her records of employment advertisement, application forms and other pertinent data and records by the Owner or his/her designee and any State or Federal agency having jurisdiction for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

E. The Owner shall have the right to assign an affirmative action representative to monitor the conduct of the Contractor and Subcontractors under this Contract. The affirmative action representative shall have the right to enter the construction or manufacturing site for the purpose of obtaining information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under the Contract. These General Conditions may be modified where the specific terms of a particular grant or program are inconsistent or require additional acts. Any such Special Conditions imposed upon the Owner as a condition of such grant or program shall be included in the Special Conditions made a part of this Contract.

F. Special Requirements for Federal Assisted Construction Contracts: During the performance of this Contract, the Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Vol. 33 No. 104 of Federal Register dated May 28, 1968.

49. COMPUTING CHANGE ORDERS.

A. LABOR: The costs of labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for the equipment rental.

B. MATERIALS: The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax freight and delivery.

C. TOOL AND EQUIPMENT USE: No payment will be made for the use of tools which have a replacement value of \$100.00 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

D. OVERHEAD, PROFIT, and OTHER CHARGES: The mark-up for overhead and profit on work added to the contract shall be according to the following schedule:

1. For work performed by the contractor's forces the added cost for overhead and profit shall not exceed (15%) of the net cost of the work.
2. For work performed by the sub-contractor, the cost for combined overhead and profit of both the prime contractor and the sub-contractor shall not exceed (20%) of the net cost of the sub-contractors work.
3. For work performed by a sub-contractor, or any lower tier of sub-contractor, the cost for combined overhead and profit of the prime contractor, shall not exceed (25%) of the net cost of the sub-contractor's work.
4. "Net Cost" is hereby defined as consisting of costs of labor, materials, and equipment use only. The cost of applicable insurance and bond premium will be reimbursed to the contract at cost only, without mark-up.

50. SEQUENCE OF THE WORK. Prior to starting construction, the contractor shall submit to the owner, for approval, a work schedule which shall show the estimated dates that Contractor plans to be working. The owner reserves the right to alter the contractors schedule to prevent excessive public nuisance or to expedite construction of specific items. No portion of the work will begin without giving (48) hours prior notice to the owner. The contractor is advised that most County facilities function between 8:00 a.m. and 5:00 p.m., Monday thru Friday, and that certain inconveniences will be encountered. The work shall be so planned and executed that these are kept to a minimum. As the project is approaching 90% completion, a preliminary punch list should be made and correction made. Before the final inspection, a final punch list shall be developed, and all corrections made and recorded, before the final walk through is made by the owner. Any defects, deficiencies found in the material, equipment, workmanship, or project completion, shall be replaced, repaired or finished before Final Payment.

51. ASSIGNMENT OF CLAIMS. In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

52. CLAIMS RESOLUTION. In accordance with Public Contract Code Section 20104-20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor the Owner shall be resolved following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public to Public Contract Code Section 10240 et seq.

A. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.

1. Claims under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
2. Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner=s response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce additional information or documents, whichever is greater.

B. If the claimant disputes the Owner=s response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.

C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

D. If a civil action is filed to resolve any claim the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.