

AIA® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a **STIPULATED SUM**

CORRECTED FORM OF AGREEMENT

AGREEMENT made as of Second day of April in the year of Two Thousand and Six
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

County of San Mateo
Department of Housing
264 Harbor Boulevard, Building A
Belmont, CA 94002

and the Contractor:
(Name, address and other information)

R.G.M. and Associates
3230 Monument Way
Concord, CA, 94518
925-671-7717

The Project is:
(Name and location)

Safe Harbor Shelter Remodel
295 North Access Road, South San Francisco, CA 94080

The Architect is:
(Name, address and other information)

Hagman Associates
555 Veterans Blvd. Suite 118
Redwood City, CA 94063

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Upon issuance in "Notice to Proceed"

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

N.A.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Seventy Five days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Phase One work including all work except the back ramp, and areas occupied by owner during phase one	Not later than 60 days after date of commencement
Phase Two work	Not later than 75 days after date of commencement

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

The Contractor and the Contractor's surety, if any, shall be liable for and pay the Owner the sums herein stipulated as liquidated damages for each calendar day delay until the work is substantially complete: two thousand two hundred fifty dollars. (\$2,250.00)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Three Hundred Seventy Thousand, Nine Hundred Thirty Eight & no/100 (\$ 1,370,938.00), subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

No Alternates are part of this agreement

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
No Unit pricing in this agreement		

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month:

§ 5.1.3, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

none

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

No sooner than 35 days after filing of Substantial Completion

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

() per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and

elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Larry D. Johnson, Program Supervisor
County of San Mateo
Department of Housing
e-mail: ljohnson@smchousing.org
Tel: 650-802-5002

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Jerry Bandy
3230 Monument Way
Concord, CA 94518
Email: Jerry@Rgmassociates.com
Tel: 925 - 671-7717

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Specifications dated January 31, 2005, and are as follows

Project Specifications are on file at the Department of Housing, County of San Mateo

§ 8.1.4 The Specifications are those contained in the Project Specifications dated as in Section 8.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Specification section 00660, Item XVI Plans and specifications pg 2 of 2 for list of sections:

§ 8.1.5 The Drawings are as follows, and are dated January 31, 2005 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Specification section 00660 Item XVI Plans and Specifications pg. 1 of 2 for list of drawings.

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
One	July 25, 2005	9
Two	August 9, 2005	2
Three	August 11, 2005	2
Four	August 22, 2005	12
Five	January 9, 2006	2
Six revised	Feb 6, 2006	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:


(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Section 00200 INFORMATION FOR BIDDERS

General Prevailing Wage Determination (Current Directive at date of contract) California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1

- Exhibit A - Equal Employment Opportunity Program for Minority Employment 1 - 7
- Exhibit A1 - San Mateo County Equal Employment Opportunity Program 1 - 6
- Exhibit B - Waste Management Plan
- Exhibit C - Equal Benefits Compliance Declaration Form
- Exhibit D - Additional Program Requirements
- Exhibit E - 504 Compliance

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

			4/20/06
OWNER (Signature)	Date	CONTRACTOR (Signature)	Date
President, Board of Supervisors, San Mateo County		RGM and Associates Contractor Signature	
<i>(Printed name and title)</i>		<i>(Printed name and title)</i>	
		Ralph J. Caputo, President	

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A

7-1. Equal Employment Opportunity Program for Minority Employment

It is the intent of the Board of Supervisors of the County of San Mateo to prohibit and eliminate employment discrimination and to further the opportunities for minority persons to be gainfully employed in the performance of County construction contracts. Award of a contract to a low bidder will not be made until such bidder has complied with the provisions of Title 2, Chapter 2.56, as amended, of the San Mateo County Ordinance Code and with these guidelines.

7-1.1. Definitions

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: An Equal Employment Opportunity Program (EEOP) is a set of specific and result oriented procedures to which a Contractor commits himself in order to achieve equal employment opportunity.

COMPLIANCE OFFICER: The Compliance Officer (CO) means the County official designated by the County Manager to represent him in the administration of these guidelines and in the enforcement of the provisions of Title 2, Chapter 2.56.

7-1.2. Certifications of Compliance and Intent

Every bidder will submit with his bid, as required by Section 2.56.050 of Title 2, Chapter 2.56, a Certification of Compliance with the laws prohibiting discrimination and a Certification of Intent to implement an affirmative action program on the form furnished in the Proposal section of these Specifications.

7-1.3. Equal Employment Opportunity Program

In addition to furnishing the Certifications of Compliance and Intent, each bidder will submit his affirmative action program with his bid proposal. The EEOP shall contain the following information.

- A. Analysis of current work force
 - (1) Total number of employees;
 - (2) Numerical racial breakdown of employees by job classification;
 - (3) Information on apprentices.

EXHIBIT A, continued

These figures will provide the base by which the low bidder's EEOP will be evaluated. Factors to be considered both in the original statistics and in any plans for future employment will include the percentage of minority population in San Mateo County, the availability of minority construction workers and the present minority representation in the various construction trades.

B. The affirmative actions the bidder has taken and will take to ensure equal employment opportunity. These shall include:

- (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.

Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.

Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.

Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and

EXHIBIT A, continued

skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.

Selecting minority subcontractors or subcontractors who are known for their ongoing programs of apprenticeship for minorities. This includes advising minority Contractor associations of opportunities for subcontracts. Joint ventures with minority sub-contractors are encouraged.

- C. The EEOP should state any previous experience the bidder has had with similar plans and the results of that effort. Current affirmative action plans should be described in detail.

7-1.4. Equal Employment Opportunity Program Evaluation

- A. The Compliance Officer (CO) will review the EEOP submitted by the low bidder in order to determine whether the program submitted complies with Title 2, Chapter 2.56 of the San Mateo County Ordinance Code and these guidelines. If deficiencies are indicated, CO may request additional information from the bidder or suggest appropriate remedies. The CO will be available to answer questions relative to the guidelines and to advise those seeking assistance of other sources. CO will not be responsible for the service or lack of service rendered by the consultant recommended, nor will the CO develop an EEOP or serve as a recruiter for any bidder.

The low bidder may withdraw his EEOP for revision after consultation with the CO; however, the revised program must be resubmitted by a date not later than fifteen (15) calendar days after the opening of bids.

- B. All subcontractors listed in the low bidder's proposal shall be required to file completed Certificates of Compliance and Intent and their EEOP with the Bidder for submission to the County. The EEOP of each subcontractor will be evaluated by criteria established for the low bidder's EEOP.
- C. The CO, upon conclusion of the EEOP review, will report his findings and recommendation to the Director of Public Works. The CO will keep acceptable EEOP's on file for six (6) months. During that period of time, if

EXHIBIT A, continued

the bidder or subcontractors bid for other County contracts, they may refer to the EEOP on file and state any changes, but will not be required, unless specifically requested, to re-file their program.

7-1.5. Inclusion of EEOP and Certificates

Upon award of the Contract by the Board of Supervisors, the EEOP and certifications for the bidder and all subcontractors, which have been approved and accepted by the County, will become an integral part of the Contract and subject to the provisions thereof.

7-1.6. Compliance of Contractor

- A. The Contractor will post, in conspicuous places available to employees and applicants for employment, notices, provided by the County, stating that the Contractor is obliged to comply with the provisions of these guidelines and Title 2, Chapter 2.56 of the San Mateo County Ordinance Code. These notices will also be sent to all unions, employee organizations and other recruiting sources providing employees to the Contractor.
- B. All announcements of job openings will include the statement, "An Equal Opportunity Employer."
- C. The Contractor will make written progress reports on a form provided by the County to illustrate the effectiveness of his EEOP at intervals established by the County.
- D. The CO will monitor the Contractor's EEOP until completion of the Contract and will report non-compliance of the Contractor in adhering to his EEOP to the Director of Public Works.
- E. The Contractor will permit, during Contractor's normal business hours and at Contractor's place of business, access by the County to his records of employment, employment advertisements, application forms and other data and records pertaining to Contractor's employment practices, for the purpose of determining whether Contractor is complying with the non-discrimination and affirmative action rules of the County.

7-1.7. Compliance of Subcontractor

EXHIBIT A, continued

All subcontractors listed by the bidder are subject to all the provisions of these guidelines and Title 2, Chapter 2.56 of the San Mateo County Ordinance Code.

7-1.8. Penalties for Non-Compliance

The penalties for non-compliance are listed in Title 2, Chapter 2.56, Section 2.56.060, which states:

- a. "Any bidder who fails to submit a proposed equal employment opportunity program (*County Ordinance still refers to affirmative action program – see attached*) or who is unable to make the certifications required in Title 2, Chapter 2.56, Section 2.56.050 above shall be disqualified from consideration for the award of the contract."
- b. "If, after an award is made, the Contractor is found by the County or by a federal or state agency empowered to make such findings to be in substantial or material violation of the Fair Employment Practices Act of the State of California, the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, or of the provisions of this article or of the Board-established guidelines implementing them, he may be found to be in material breach of contract, and the county shall have the power to cancel the contract in whole or in part, or alternatively, to deduct for each working day during which the Contractor is found to have been in such non-compliance, two (2) percent of the total amount payable to the Contractor."

7-1.9. Waiver of Compliance

In the event that any of the requirements of Title 2, Chapter 2.56 are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation to the Board of Supervisors. Such a waiver may only be

EXHIBIT A, continued

granted by the Board and, if approved, shall become an integral part of the contract.

7-1.10 Employee Benefits

All Contractors with contracts over \$5,000 with the County must comply with the County Ordinance Code, Chapter 2.93 with respect to the provisions on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provisions of employee benefits between an employee with a domestic partner and an employee with a spouse. A copy of the ordinance and compliance form is attached to the Proposal Section of these Specifications.

In the event that it is determined, by the County, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the County Ordinance Code.

7-1.11 Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability 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 Agreement.

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

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 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:

EXHIBIT A, continued

- 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 and 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.

In the event that it is determined, by the County, that any portion of these requirements regarding non-discrimination conflict with Federal or State regulations, the Federal or State regulations shall take precedence over County requirements.

END OF EXHIBIT A

EXHIBIT A 1

SAN MATEO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

CONTRACT COMPLIANCE PROGRAM

The purpose of the **Contract Compliance Program** is two-fold:

- To prohibit and eliminate employment discrimination; and**
- To further the opportunities for minority persons to be gainfully employed in County construction contracts.**

The program requires affirmative efforts by Contractors to employ minority workers on the County's construction projects. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. The Contractor will take affirmative actions to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex; with the goal that the ethnic composition of the Contractor's work force will approximate the ethnic composition of the population of San Mateo County. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training.

The **San Mateo County Equal Employment Opportunity Program** requires the Contractor to make two certifications. The first assures compliance with laws prohibiting discrimination. The second concerns the intent to develop and implement an equal employment opportunity program.

The Contractor is further required to:

Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement:
"**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;

Permit access by County and State compliance officials to his employment records; and

File monthly reports on prescribed forms:

EXHIBIT A 1, continued

PR.BP

- A. **Monthly Manpower-Utilization Report**
- B. **Weekly payroll Form WH-347** (which form can be found on the U.S. Department of Labor, Wage & Hour Division website, which website is addressed as <http://www.dol.gov/esa/whd>)
- C. **Statement of Compliance** (which form is on the back of payroll form WH-347 or separate form WH-348, as requested by the County's contract compliance representative)
- D. Assign an equal opportunity officer full time or as additional duty.

Union employees are to be recruited according to applicable labor agreements. If non-union employees are recruited for the project, the Contractor shall make use of minority-oriented news media and referral sources. The Contractor shall inform all subcontractors hired by him on the project(s) of their obligations under this program; and Contractor **will be responsible for the compliance with these regulations by his subcontractors.**

For failure to comply with the non-discrimination section, the Contractor is subject to a penalty of **two percent (2%) of the total amount payable for each working day during which he was found to be in non-compliance, or the cancellation of the contract in part or whole.**

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 5th Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

EXHIBIT A 1, continued

PR.BP

**CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.56 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, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

EXHIBIT A 1, continued

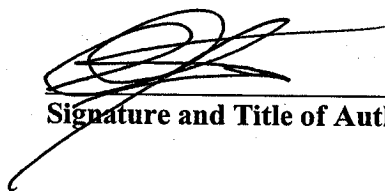
PR.BP

CERTIFICATION OF INTENT

We will maintain or 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, age, disability, national origin, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.



Ralph J. Caputo, President
Signature and Title of Authorized Representative or Bidder

April 20, 2006
Date

SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

QUESTIONNAIRE FOR BIDDER

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

PROJECT: Safe Harbor Shelter Remodel

NAME OF FIRM: R.G.M. and Associates

ADDRESS: 3230 Monument Way

CITY/ZIP: Concord, CA 94518-2406

TELEPHONE: (925) 671-7717 DATE OF SUBMITTAL: August 22, 2005

OFFICIAL FOR COMPANY: Ralph J. Caputo, President

1. Yes No Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.56** 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, ancestry, sexual orientation, or sex?

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

4. 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, ancestry, sexual

orientation, or sex?

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

How many? 2

What positions? clerical
administrative assistant

6. 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.)

newspapers, focus trade publications

7. NONE How many apprentices do you employ?

How many of these are minorities? N.A.

8. Yes No Do you have a program for upgrading and counseling present employees?

Describe: _____

9. Yes X No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups: _____

10. What percentage of your work force is covered by union agreement? NONE

11. Yes No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program? N.A.

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

13.

Describe any previous experience with Equal Employment Opportunity Programs:

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

COUNTY OF SAN MATEO
 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

CONTRACTOR REPORT FORM
 (To Be Submitted with Original Bid)

PROJECT: Safe Harbor Shelter Remodel DATE: August 22, 2005

NAME OF BIDDER: R.G.M. and Associates

NAME OF PERSON SUBMITTING REPORT: Ralph J. Caputo, President

RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column. 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					
		White	African- American	Asian	American- Indian	Hispanic ⁽¹⁾	Other ⁽²⁾
Principals	4	3		1			
Project Managers	16	15					1
Clerical	11	10				1	
Total (s)	31	28		1		1	1

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.

(2) "Other" includes all Pacific Islanders and all others whose origin cannot be classified or determined as clearly belonging to a cited minority group.

**SECTION III-A. GENERAL EQUAL EMPLOYMENT
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Plan and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity and affirmative action.

Through adoption of the Equal Employment Opportunity Plan, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026

CHAPTER 2.93

ORDINANCE NO 04026

An Ordinance Adding Chapter 2.93 to the San Mateo Ordinance Code to Provide for Non-Discrimination by County Contractors in the Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

Chapter 2. 93 County Contracts - Non-Discrimination in Benefits

2.93.010 Definitions.

For the purposes of this chapter,

- A. "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. "Contractor" means a party who enters into a Contract with the County.
- C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.

- D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the Contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the Contractor shall not be deemed to discriminate in the provision of Employee Benefits if the Contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The Contractor shall not be deemed to discriminate in the provision of Employee Benefits if, despite taking reasonable measures to do so, the Contractor is unable to extend a particular employee benefit to domestic partners, so long as the Contractor provides the employee with a cash payment equal to the Contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this Chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for Contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a Contract or amendment is necessary to respond to an emergency;
2. The Contractor is a sole source;

3. No compliant Contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this Chapter to the Contract Awarding Authority for that Contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of Contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a Contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

(e) No Contract Awarding Authority shall execute a Contract with a Contractor unless such Contractor has agreed that the Contractor will not discriminate in the provision of Employee Benefits as provided for in this Chapter.

2.93.030 Application of Chapter.

The requirements of this Chapter shall only apply to those portions of a Contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the Contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or Contractor.

2.93.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this Chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this Chapter.
- (b) Receive notification from employees of Contractors regarding violations of this Chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter by Contractors including, but not limited to:

1. Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.
3. Liquidated damages in the amount of \$2,500.

(d) Examine Contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of non-compliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this Chapter.

2.93.050 Date of Application.

The provisions of this Chapter shall apply to any Contract awarded or amended on or after July 01, 2001, provided that if the Contractor is then signatory to a collective bargaining agreement, this Chapter shall only apply to any Contract with that Contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

Section 2. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 3. This ordinance shall take effect and be in force 30 days after its enactment.

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
(To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: R.G.M. and Associates
Contact Person: Jerry J. Bandy
Address: 3230 Monument Way
Concord, CA 94518-2406
Phone Number: (925) 671-7717 Fax Number: (925) 671-7788

II Employees

Does the Contractor have any employees? X Yes No
Does the Contractor provide benefits to spouses of employees? X Yes No

*If the answer to one or both of the above is no, please skip to Section IV. *

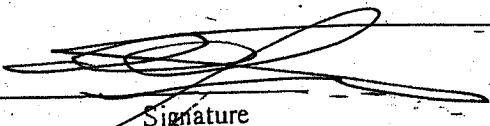
III Equal Benefits Compliance (Check One)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on or before July 1, 2001 and expires on _____ (date). (Section 2.93.050)
If this box is checked, attach a complete copy of the collective bargaining agreement relied upon for this exemption.

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 20 day of April 2006 at Concord, California
(City) (State)


Signature

Ralph J. Caputo
Name (Please Print)

President
Title

94-3027280
Contractor Tax Identification Number

EXHIBIT A 1, continued

PR.BP

GUARANTEE FORM

(To be copied onto Contractor's or Subcontractor's own letterhead)

We hereby
guarantee _____

_____ which we have installed at the San Mateo Medical Center, 222
West 39th Ave,

San Mateo, California, for one (1) year(s) from date of filing of the Notice of
Completion, as required by the Contract and in conformance with the Project Special
Provisions.

We agree to repair or replace to the County's satisfaction any and all such work that may
prove defective in workmanship or materials within that period, ordinary wear and tear
and unusual abuse or neglect excepted, together with all other work which may be
damaged or displaced in so doing In the event of our failure to comply with the above-
mentioned conditions within a reasonable time after being notified in writing, we
collectively and separately do hereby authorize the County to proceed to have the defects
repaired and made good at our expense, and will pay the costs and charges therefore
immediately upon demand.

Signature of Subcontractor Date

Signature of Contractor Date

Note: Contractor must co-sign all subcontractor guarantee forms.

END OF EXHIBIT A1

EXHIBIT B

WASTE MANAGEMENT PLAN

10-1. Waste Management Plan & Daily Transport Report

The Contractor is required to complete a Waste Management Daily Transport Report, listing details of the material transported on that particular day, which is to be signed by both the Contractor's representative and the County inspector on the job site.

A Waste Management Plan shall be submitted to the Engineer or his/her designee for approval within FIVE (5) WORKING DAYS after pre-construction conference. The Waste Management Plan shall include a description of how the contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken (Blue Line, Zanker Road, Newby Island, etc., or any other local user of the waste materials), a description of what will be taken to each facility (inert wastes, metals, wood, glass, plastics, mixed waste, etc.), a description of the means of transportation of recyclable materials (whether materials will be site-separated and self hauled to designated centers, or whether mixed materials will be collected by a waste hauler and designated center, or whether mixed materials will be collected by a waste hauler and removed from the site), an estimate of how often bins will need to be emptied, and an estimated amount (weight, yardage, etc.). Approval will be granted if the plan shows:

- One hundred percent (100%) of inert wastes being reused or recycled AND at least fifty percent (50%) of C&D wastes being reused or recycled; OR
- All waste that is not separated on-site for recycling is sent to a mixed C& D sorting facility for recycling.

10-2. Waste Management Plan Implementation

A. Plan Distribution:

The contractor shall provide copies of the approved Waste Management Plan to the project superintendent and each subcontractor.

B. Instruction:

The contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than 20 working

EXHIBIT B continued

days. Meetings shall include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.

D. Separation Facilities:

The contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins set within the County Right of Way shall be subject to approval by the County. All bins used shall be protected during non-working hours from off site contamination.

E. Materials Handling Procedures:

Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

F. Hazardous Wastes:

Hazardous wastes shall be separated, stored, and disposed of according to local regulations. Unless specified in other section, the County is not aware of any hazardous wastes within the project site. Notify the Engineer if hazardous waste is encountered.

G. Reporting:

As a condition of final approval and retention release, submit documentation to the County that demonstrates compliance with the approved Waste Management Plan. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments and shall include, at a minimum, a summary of waste materials recycled, salvaged and disposed of for the Project. Submitted with this summary will be documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. The documentation shall coincide with the Waste Management Daily Transport Reports (in Appendix A) that were signed by both the Contractor and the County inspector. A Notice of Completion will not be filed for the project and retention released until all reports as required for the project are submitted and approved.

EXHIBIT B continued

The above-mentioned summary and documentation shall contain the following information:

- (1) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).
- (2) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (3) Documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that person knows to contain any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

EXHIBIT B continued

Appendix A

County of San Mateo

Waste Management Plan Form

Waste Management Daily Transport Report



Case Number(s)/Group Number _____
Project Address: _____

County of San Mateo Waste Management Plan

WMP required because project is a
 Demolition > \$5000
 Construction project > \$250,000
 Construction ≥ 2000 sq. ft.

Permit Application: This Waste Management Plan (WMP) must be completed, submitted for review, and approved to obtain a permit. Separate WMPs must be completed for demolition and construction at the same site, if separate permits are required.

Final Project Approval: A finished WMP with required receipts or other documentation must be completed to receive final project approval.

SECTION ONE: Permit Application

I understand that I am required by San Mateo County Ordinance No. 04099 to salvage, reuse, or recycle 100% of inert solids and a minimum of 50% of all other construction and demolition debris (C&D). This WMP demonstrates how I will satisfy these requirements. _____ (initial)

Applicant's Name: _____ Phone: _____
 Owner Architect Builder Owner/builder Other _____

Applicant's Firm (if applicable) _____

Project Type and Size: _____

Step 1: Salvage and Reuse

Is this a permit for demolition?

- no (go to step 2)
 yes (please fill in this section)

Information and Support
www.RecycleWorks.org
or call 1-888-442-2666.

What materials will be reused on site and what will they be used for?

Types of materials to be reused _____ Used for? _____

What materials will be saved for use somewhere else? Will you use a salvage company?
Types of materials to be salvaged _____ Salvage Company _____

Step 2: Recycling C&D Debris

Requirements: You are required to recycle or re-use 100% of inert solids (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and 50% of all other C&D debris.

At the completion of this project, or more frequently if required, receipts or other equivalent documentation from salvage, recycling or waste facilities will be provided to the County of San Mateo and I will declare that I have complied with the ordinance. The following table indicates what materials I expect to generate and which facilities I will use. _____ (initial)

Will you be using a hauling company or a debris box company? If so, what company?
 Hauler Debris Box What company? _____

Please check the materials you will generate and fill in the facilities that will be used.

	Material	√	Reuse or Recycling Facility	Disposal Facility
MIXED C&D	One compliance option is to take all loads of mixed C&D to a sorting facility, where the recyclables are sorted from a load of mixed waste. Each of the mixed C&D facilities listed on page 4 has a recycling rate over 50%.			Most mixed C&D facilities are also disposal sites, so make sure that your receipt indicates that the debris will be recycled.
INERTS	Asphalt			
	Bricks			
	Concrete			
	Dirt			
	Other inert solids			
OTHER	Cardboard			
	Metals			
	Wood			
	Roofing			
	Carpet			
	Drywall			
	Green Waste			
	Disposal			

The undersigned hereby agrees to comply with the Waste Management Plan as submitted and is the owner or authorized agent of this project.

Applicant Signature _____ Date _____

For review, submit to: Public Works Department (RecycleWorks), 555 County Center, 5th Floor
 For final approval, submit to: Development Review Center, 455 County Center, Redwood City

Questions should be addressed to the RecycleWorks Hotline: 1-888-442-2666

County Approval

Approved Approved with the following recommendations

Receipts for salvage, recycling, and disposal must be submitted:

On completion of project Other _____

Reviewed by (DPW): _____ Date _____

Building Official Approval: _____ Date _____

SECTION TWO: Final Report Approval

Case # _____

- Please complete this section, get it approved by the Public Works Department, and then submit to the Development Review Center for final approval no later than 30 days after completion of the demolition or construction project.
- This section must be complete and signed, and copies of receipts or other supporting documentation must be attached in order to receive final project approval.

	DATE	MATERIAL	FACILITY	COUNTY USE ONLY
MIXED C&D				
INERTS				
OTHER				
DISPOSAL				

- All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.
- This project has recycled all of the inert solids and at least 50% of all other debris generated.

Applicant _____ Date _____

County Approval

- Approved
- Approved with comments

DPW Approval: _____ Date _____

Building Official Approval: _____ Date _____

Construction and Demolition Debris (C&D) Recycling and Salvage Information

Salvage Services and Facilities (in San Mateo County. For out of county options, please call)

Rebuilding Together	650-366-6597	Accepts bathroom and electrical fixtures for reuse
TNT Demolition:	650-341-9423	Soft demo contractor (deconstructs buildings to save materials for reuse.)
Whole House Building Supply	650-328-8731	Retail warehouse, salvage sales at individual homes

Inert Reuse and Recycling Facilities (drop off locations for clean loads in San Mateo County)

Blue Line Transfer Station	650-589-5511	(brick, concrete, rock, dirt, sand)	500 East Jamie Court, South San Francisco
Brisbane Recycling Co.	415-468-8822	(asphalt, concrete)	5 Beatty Road, Brisbane
Granite Rock	650-482-3840	(asphalt, concrete)	195 Seaport, Redwood City
Harbor Sand and Gravel *	650-367-7124	(asphalt, concrete, rock, dirt, sand)	775 Seaport, Redwood City
Ox Mountain Landfill *	650-726-1819	(asphalt, brick, concrete, soil, dirt)	12310 San Mateo Road, Half Moon Bay
Ryan Engineering	650-877-8088	(dirt, sand)	5 Beatty Road, Brisbane
San Carlos Transfer Station	650-592-0255	(brick, concrete, dirt, sand)	225 Shoreway Road, San Carlos
SRDC *	650-367-7324	(all inerts)	199 Seaport, Redwood City

* Mixed inert materials can be taken to these facilities for recycling. Call for details. Additional fees will apply.

Mixed C&D Sorting Facilities (Approved facilities) These facilities will accept mixed loads of C&D and will sort them for recycling. Use of these facilities for all unsorted debris will satisfy the ordinance requirements.

Blue Line Transfer Station*	650-589-5511	500 East Jamie Court, South San Francisco
Coastside/Seacoast (Miramar to Pacifica)*	650-355-8400	1046 Palmetto Avenue, Pacifica (load should not include inerts)
Green Waste Recovery*	408-283-4819	Call first. San Jose
Guadalupe Landfill*	408-268-1670	15999 Guadalupe Mines Road, San Jose
Newby Island*	408-262-1401	1601 Dixon Landing Road, Milpitas
San Carlos Transfer Station*	650-592-2411	225 Shoreway Rd, San Carlos
Zanker Material Processing Facility	408-263-2384	675 Esteros Road, San Jose

* These facilities also accept waste for disposal. Please make sure that your receipt indicates that the material is destined for their C&D sorting line.

Facilities for Other C&D (Must be clean loads unless facility also accepts mixed C&D. For out of county facilities, please call)

Blue Line Transfer Station	650-589-5511	(wood, metals, roofing, drywall)	500 East Jamie Court, South San Francisco
Coastside (serves Miramar to Pacifica)	650-355-8400	(wood, metals)	1046 Palmetto Avenue, Pacifica
Ox Mountain Landfill	650-726-1819	(wood, metals)	12310 San Mateo Road, Half Moon Bay
Pescadero Transfer Station	650-879-0729	(wood, metals)	Bean Hollow Road at Artichoke, Pescadero
San Bruno Garbage Company	650-583-8536	(wood, metals, roofing, drywall)	101 Tanforan Ave, San Bruno
San Carlos Transfer Station	650-592-0255	(carpet, wood, metal, roofing)	225 Shoreway Road, San Carlos
Simsmetal	650-369-4161	(ferrous metals)	699 Seaport Place, Redwood City

Debris Box Companies

Seacoast Disposal has exclusive debris box service rights in El Granada and is currently the only service available in Montara. In all other areas of the unincorporated county you may choose any debris box company. It is your responsibility to ask debris box companies to recycle and provide you with receipts.

Advanced Waste Systems	650 594 1113	Redwood Debris	650-872-2310
Builders Debris Box Company	650-591-2025	San Bruno Garbage Co., Inc.	650-583-8536
B&D Debris Box, Inc.	650-571-5404	Sonrise Consolidated	925-371-2050
Call and Haul	800-485-4285	South San Francisco Scavenger	650-589-4020
Coastside/Seacoast Disposal (Serves Pacifica to Miramar)	650-355-8400	Timberline	650-574-2310
Green Waste Recovery Debris Box Service	408-283-4800	Waste Management	650-872-2222 x4

WASTE MANAGEMENT DAILY TRANSPORT REPORT

Date : _____ **Day :** _____ **Multiple Pages : Yes** _____ **No** _____

Project : _____ **Contractor Representative :** _____

Contractor : _____ **County Inspector :** _____

	Transport Vehicle Type	Vehicle License/I.D.	Load Destination	
			Inert Material	Non-Inert Material

1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Note : Inert material shall be as defined in the Construction Waste Management Section of these specifications.

Comments :

END OF EXHIBIT B

Exhibit C
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor RGM and Associates
Contact Person Ralph Caputo
Address: 3230 Monument Way
Concord, CA. 94518
Phone Number (925) 671-7717
Fax Number (925) 671-7788

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

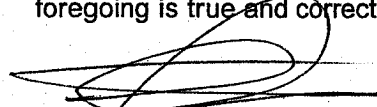
If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
 Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
 No, the Contractor does not comply.
 The Contractor is under a collective bargaining agreement which began on _____ (date) , and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

President

Title

Ralph J. Caputo

Name (Please Print)
April 20, 2006

Date

END OF EXHIBIT C

Exhibit D
Additional Program Requirements

1. BREACH OF AGREEMENT

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD.

2. AGREEMENT TERMINATION

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

3. CONFLICT OF INTEREST

No members, officers, or employees or agents of County, no member of the County's Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this Program during his/her tenure, or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision into all contracts awarded in connection with this Agreement.

4. LOBBYING PROHIBITED

Federal funds shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. Federal funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

5. INFLUENCING PROHIBITED

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in 24 CFR §§570.600-612:

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.

B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2

percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.

F. Section 3, Housing & Urban Development Act of 1968. For all programs receiving \$100,000 or more, or construction projects receiving \$200,000 or more, of HUD financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the area. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the area. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or 3) that provide evidence of a commitment to subcontract in excess of 25 % of the dollar award of all subcontract to be awarded to a section 3 business concern. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements.

G. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

H. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

I. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

J. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

L. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable sections of 24 CFR §85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR §570.502(a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations, OMB Circular A-133 Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502(b).

8. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218)
- 2) Emergency Shelter Grant (ESG): 14.231
- 3) HOME Investment Partnership (HOME): 14.239
- 4) McKinney Supportive Housing: 14.235

9. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees, and shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees regular pay the fees received for jury service.

10. Retention of Records, Right to Monitor and Audit

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

- B Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

END OF EXHIBIT D

Exhibit E

**Assurance of Compliance with Section 504
of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.


Diane Stewart
Name of 504 Person - Type or Print

RGM and Associates
Name of Contractor(s) - Type or Print

3230 Monument Way
Street Address or P.O. Box

Concord, CA. 94518
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.



Signature

President
Title of Authorized Official

April 20, 2006
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with the facility accessibility regulations other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

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END OF EXHIBIT E