

INDEX

SAN MATEO COUNTY DOCUMENTS

- 1) **Index**
- 2) **Project Directory**
- 3) **Notice to Contractors**
- 4) **Instructions to Bidders**
- 5) **General Conditions**
- 6) **Supplementary General Conditions**
- 7) **Ordinances**
 - A. **Equal Benefits Ordinance No. 04026**
 - B. **Contractor Employee Jury Service Ordinance No. 04269**
 - C. **Recycling Ordinance No. 4099**
- 8) **Special Provisions**
- 9) **Bid Documents** (to be submitted with contract)
 - A. **Proposal**
 - B. **Bid Bond**
 - C. **Equal Employment Opportunity Questionnaire**
 - D. **Certificate of Compliance with Laws Prohibiting Discrimination**
 - E. **Equal Employment Opportunity Program – Contractor Report Form**
 - F. **Contractors' Declaration Form**
 - G. **Anti-Trust Laws Questionnaire**
- 10) **Form of Agreement with Owner**
 - A. **Agreement**
 - B. **Exhibit A – Scope of Work**
 - C. **Exhibit B – Payment Terms / Schedule**
- 11) **Form of Payment Bond**
- 12) **Form of Performance Bond**
- 13) **Form of Guarantee**
- 14) **Waste Management Plan** (to be completed during design phase of project)

DRAWINGS & SPECIFICATIONS

(To be developed by Alliance / K2 during design phase of project)

INSTRUCTIONS TO BIDDERS – DPW

1. General

- 1.1 Bids shall be received in accordance with the Contract Documents. Each bidder shall carefully read the complete Contract Documents including these instructions.
- 1.2 Before submitting a bid, each Bidder shall visit the Site and evaluate all conditions and limitations involved thereon as no allowance will be made because of the lack of such examination and knowledge.
- 1.3 Only Licensed Contractors, authorized to do business under the laws of the State of California and able to qualify as follows will be eligible to submit a bid. Bidders shall meet the following:
 - A. Contractors bidding to the Owner shall have a minimum five years continuous experience as prime on projects of comparable quality, size, complexity and type.
 - B. Contractors bidding to the Owner shall have completed as the prime three projects of comparable quality, size, complexity and type.
 - C. Subcontractors shall meet the above two requirements as it pertains to their Work.
 - D. Within three calendar days of request by Owner, Contractor shall submit evidence of compliance to the above qualifications and a list of all work performed, both complete and incomplete, within the previous five years including the names and phone numbers of the Owners and Architects.
- 1.4 Before a contract is awarded, the Director of Public Works may, at his sole discretion, require from the proposed contractor evidence of his ability to faithfully, capably, and reasonably perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.
- 1.5 The Owner reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner, to abandon work entirely, or waiver of any irregularities in receiving bids.
- ~~1.6 The contract shall be awarded to the lowest and most responsible bidder as interpreted by the Owner in accordance with the Contract Documents. The Base Bid shall be used to determine the lowest bidder. Alternates may be accepted and awarded to the lowest and most responsible bidder, as determined above, in any combination or order.~~

~~1.7 Questions regarding the Contract Documents, such as discrepancies, conflicts, omissions, doubt as to meanings, or regarding scope of Work shall be referred to the Owner. Inquiries must be received by the Owner not later than 96 hours before bid time. Inquiries will be answered in writing to all bidders of record if written clarification is warranted in the opinion of the Owner. The Owner will not be responsible for oral clarifications. Regarding questions on the Contract Documents in the absence of written clarifications, Contractor is instructed to bid the more expensive method or materials.~~

~~2. Proposals~~

~~2.1 Bids shall be submitted in accordance with the Contract Documents. Bids, which shall be submitted on Proposal Forms incorporated with the Project Manual, are to be properly and fully filled out including, but not limited to, bid bond, the Equal Employment Opportunity Program questionnaire and report, Certifications, Contractor's Declaration Form, Anti-Trust Law questionnaire, and the designation of all subcontractors who will perform work or labor or render service on behalf of bidder, in an amount in excess of one-half of one percent of the Contractor's total bid.~~

~~2.2 No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the Contract Documents.~~

~~2.3 Unit Prices on all classes of work as specified or required shall be submitted. Additions to or deductions from the contract sum shall be based on these unit prices. However, none will be acceptable that are definitely above and beyond a fair and just amount and will be subject to reasonable adjustment before the signing of the Contract or bid disqualification.~~

~~2.4 Each bid must give the full business address of the bidder and be signed by the bidder with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. Corporations must furnish a Certificate attesting to the existence of the corporation. The name of each person signing shall also be typed or printed below the signature. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.~~

~~2.5 Bids are to be submitted in separate sealed envelopes. Envelopes shall be marked in lower left corner "Bid for" (provide contract title) and "Bid Opening" (provide bid opening date and time). Deliver all bids to the Department of Public Works, 555 County Center, 5th Floor, Redwood City, California.~~

~~2.6 Opening of bids shall be as soon after the hour set for bid opening as possible. Opening and declaration to be in the Offices of the Department of Public Works, 555 County Center, 5th Floor, Redwood City, California or at another location as designated by Owner. The bid opening is open to bidders and the public.~~

~~2.7 No bid will be considered which is received after the time set for bid opening as determined by Owner.~~

3. Bonds and Insurance

~~3.1 Bids shall be accompanied by a certified or cashier's check or bid bond for 10 percent of the amount of the bid.~~

3.2 Two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder within ten days after notification of award, which documents will be filed with the Department of Public Works, Capital Projects Division, 555 County Center, 5th Floor, Redwood City, California. The bonds shall be in the form of surety bonds issued by corporations duly and legally licensed to transact business in the State of California, satisfactory to the Owner. Premiums for said bonds shall be paid by the Contractor and maintained at Contractor's expense during the period prescribed herein for the completion of the work to be done under the contract.

3.3 Performance Bond in amount of 100 percent of the Contract Amount to insure Owner during construction and for the guarantee period after completion against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of Contract.

3.4 Payment Bond in amount of 100 percent of the Contract Amount in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Contract.

3.5 Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Motor Vehicle Liability Insurance shall be maintained by the contractor as detailed in the General Conditions.

4. Wage Rates

- 4.1 The Director of Industrial Relations has determined the general prevailing rate of wages in the County of San Mateo.
- 4.2 In accordance with the General Conditions, it shall be mandatory upon the Contractor and sub-contractors to pay not less than the said prevailing wage rates to all laborers, workmen, or mechanics employed by them in the execution of this Contract.

5. Non-Discrimination

- 5.1 All Contractors with contracts over \$5,000 must comply with the County Ordinance Code with respect to the provision on employee benefits; as set forth in the ordinance, such Contractors are prohibited from discriminating in the provision of employee benefits with a domestic partner and an employee with a spouse. A copy of the ordinance is included in this project manual.

6. Contractor Employee Jury Service Ordinance

- 6.1 For contracts over \$100,000, Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and 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. A copy of the ordinance is included in this project manual.

7. Recycling and Diversion of Debris From Construction and Demolition Ordinance

- 7.1 All Contractors with demolition contracts exceeding \$5,000 in value; or construction contracts exceeding \$250,000 in value; or construction contracts consisting of at least 2,000 square feet shall comply with the County Ordinance with respect to construction and demolition debris. A copy of the ordinance is included in this project manual.

GENERAL CONDITIONS

1 THE CONTRACT	1
1.1 CONTRACT DESCRIPTION	1
1.2 CONTRACT DOCUMENTS	1
1.3 ERROR IN THE DOCUMENTS	2
1.4 SEPARATE CONTRACTS	2
1.5 CONTRACT TERMINATIONS	2
1.6 ALLOWANCES	4
1.7 DISPUTES	4
1.8 SEVERABILITY	5
1.9 HEADINGS	5
2 CONTRACT MODIFICATIONS	5
2.1 MODIFICATION DOCUMENTS	5
2.2 VERBAL INSTRUCTIONS	6
2.3 METHOD OF DETERMINING ADJUSTMENT	7
2.4 CONTRACTOR CLAIMS	7
2.5 DELAYS BEYOND CONTRACTOR'S CONTROL	8
2.6 HIDDEN CONDITIONS	8
2.7 HAZARDOUS MATERIALS	9
2.8 OVERHEAD AND PROFIT	9
2.9 MAINTAIN RECORDS	9
2.10 PROPOSAL REQUESTS	10
3 CONTRACTOR	10
3.1 DEFINITIONS	10
3.2 GENERAL	10
3.3 SUBCONTRACTS	11
3.4 PERSONNEL AND LABOR POLICY	11
4 OWNER	13
4.1 DEFINITION	13
4.2 GENERAL	13
4.3 THE DIRECTOR OF PUBLIC WORKS	14
4.4 OWNER'S CONSTRUCTION OBSERVER	14
5 ARCHITECT	14
5.1 DEFINITION	14
5.2 GENERAL	14
6 PERFORMANCE OF THE WORK	15
6.1 DEFINITION	15
6.2 GENERAL	15
6.3 EXISTING CONDITIONS	17
6.4 ADJACENT FACILITIES	17
6.5 PERMITS	18
6.6 LAWS	18
6.7 EMERGENCIES	18
6.8 SUBMITTALS	19
6.9 SUBSTITUTIONS	19
6.10 CORRECTING WORK	20
6.11 TESTING	20
6.12 RECORD DOCUMENTS	21
6.13 OPERATING AND MAINTENANCE MANUALS	21
6.14 TRAINING OWNER'S REPRESENTATIVE	22

7 TIME	22
7.1 DEFINITION OF OFFICIAL DATES	22
7.2 SUBSTANTIAL COMPLETION	22
7.3 LIQUIDATED DAMAGES.....	23
7.4 USE AND OCCUPANCY PRIOR TO SUBSTANTIAL COMPLETION	23
7.5 SCHEDULE	24
8 PAYMENTS	25
8.1 CONTRACT AMOUNT	25
8.2 CONTRACT AMOUNT BREAKDOWN	25
8.3 PROGRESS PAYMENTS	25
8.4 OWNER'S FAILURE TO ISSUE PAYMENT	26
8.5 PAYMENTS WITHHELD.....	26
8.6 FINAL PAYMENT AND RETENTION PAYMENTS.....	27
9 INSURANCE	27
9.1 HOLD HARMLESS.....	27
9.2 INSURANCE	28
9.3 FAILURE TO PROVIDE INSURANCE.....	29
10 GUARANTEES	29
10.1 REQUIRED GUARANTEES	29
10.2 REPAIR OF GUARANTEED WORK.....	29

GENERAL CONDITIONS

1 THE CONTRACT

1.1 CONTRACT DESCRIPTION

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

1.2 CONTRACT DOCUMENTS

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

indicated in one but not the other shall be furnished as though fully set forth in both. Work not specifically detailed, marked or specified, shall be the same as similar work that is marked, specified or detailed.

- G The Project Manual is a collection of documents assembled for the convenience of the parties and usually includes, but is not limited to, the Notice to Contractors, Instructions to Bidders, General Conditions, Supplementary General Conditions, Special Provisions, Bid Documents, Agreement, and Specifications.

1.3 ERROR IN THE DOCUMENTS

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

1.4 SEPARATE CONTRACTS

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

1.5 CONTRACT TERMINATIONS

- A Owner's Right to Terminate Contract for Cause

If Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on

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

B Owner's Right to Terminate Contract for Convenience

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

C Contractor's Right to Terminate Contract

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

D Emergency Termination

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

"Sec. 4410. TERMINATION OF CONTRACT FOR PUBLIC WORK IN EVENT OF NATIONAL EMERGENCY. In the event a national emergency occurs, and public work, being performed by Contract, is stopped, directly

or indirectly, because of the freezing or diversion of materials, equipment, or labor, as the result of an order or of a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the public agency and the Contractor may, by written agreement, terminate said Contract."

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

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

1.6 ALLOWANCES

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

1.7 DISPUTES

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

disputed portions of the Contract.

1.8 SEVERABILITY

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

1.9 HEADINGS

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

2 CONTRACT MODIFICATIONS

2.1 MODIFICATION DOCUMENTS

- A The Owner, without invalidating the Contract and without consent of surety, may accomplish changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and the Contract Time being equitably adjusted accordingly. All such changes in the Work shall be accomplished by Revision Order, Change Order, Field Order, Owner's Instructions or Architect's Instruction as may be applicable in accordance with the provisions herein. The Contract Amount and the Contract Time may be changed only by a Revision Order. Changes to the Work shall be performed under the applicable provision of the Contract Documents for similar Work. Contractor agrees to promptly proceed with the Work as so changed. All changes to the Work and all Contractor requests for additional compensation shall be resolved in accordance with this Section 2, Contract Modifications.

- B A Change Order is a written order from the Owner or Architect ordering a change in the Work. Upon receipt of a Change Order, the Contractor shall promptly proceed with the Work as changed. Within twenty (20) calendar days after receiving a Change Order and prior to or simultaneously with proceeding with the change in the Work, Contractor shall advise the Architect of Contractor's disagreement, if any, with the terms of the Change Order, and shall state the nature and extent of the disagreement. Proceeding with the Work as changed without submitting a notice of disagreement indicates Contractor's full acceptance of the Change Order including the proposed adjustment, if any, in Contract Amount and Contract Time. A Revision Order is required to adjust the Contract Amount and Contract Time for changes in the Work ordered by Change Order. The Contractor will not delay the Work for any reason including pending Revision Orders or unresolved price or time adjustment.

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

2.2 VERBAL INSTRUCTIONS

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

2.3 METHOD OF DETERMINING ADJUSTMENT

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

2.4 CONTRACTOR CLAIMS

- A If the Contractor wishes to request an adjustment in the Contract Amount or

Contact Time, other than pursuant to a Change Order or Field Order, Contractor shall give the Owner and Architect a written Notice of Claim within seven calendar days after the occurrence or beginning of the event giving rise to such Claim except that notice shall be given immediately if delays or extra costs occur within such seven-day period. The Notice of Claim shall be given by the Contractor before disturbing conditions which are the basis for the Claim, except in an emergency endangering life or property in which case the Contractor should proceed in accordance with Section 6.7, Emergencies. Failure to present such Notice of Claim constitutes a waiver of such Claim. The adjustment to the Contract Amount or Contract Time, if any, shall be determined and issued in accordance with this Section 2, Contract Modifications.

- B. Notices are valid only if written and shall be a document issued for the sole purpose of notification and titled clearly "Notice of (specify category i.e., delay, claim)." A separate written notice is required for each subject and issue.
- C. Written notice shall be deemed to have been duly served if delivered in person to the individual to whom it is addressed, or if sent by certified mail to the address specified in the Contract Documents as may be revised in writing.

2.5 DELAYS BEYOND CONTRACTOR'S CONTROL

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

2.6 HIDDEN CONDITIONS

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

2.7 HAZARDOUS MATERIALS

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

2.8 OVERHEAD AND PROFIT

A Adjustments to the Contract Amount due to changes in the Work or any other reason, shall include overhead and profit as follows:

- 1 Contractor's overhead and profit on the direct cost of Work performed by his forces shall be a total sum not exceeding fifteen percent (15%) of such costs.
- 2 Contractor's overhead and profit on the direct cost of Work performed by Subcontractors shall be a total sum not exceeding five percent (5%) of such Work.
- 3 Subcontractor's overhead and profit on the direct cost of Work performed by Subcontractor shall be a total sum not exceeding fifteen percent (15%) of the cost of the Work. Subcontractor overhead and profit will be allowed for one tier only.
- 4 Changes to the Work ordered by the Architect or Owner which decrease the Contract Amount shall include overhead and profit in accordance with the above provisions. Value engineering revisions initiated by the Contractor and accepted by Owner which decrease the Contract Amount shall be at cost only.
- 5 The "direct cost of the work" is considered to be the cost of labor and material incorporated into the construction. Supervision and administration of the work, changes, or claims shall not be included in direct cost.

2.9 MAINTAIN RECORDS

Contractor and Subcontractor shall maintain records, in accordance with generally accepted accounting principles, relating to costs of changes to the Work or Claims

for 4 years after the final completion. The Owner will have the right to audit these records at any time up to 4 years after completion of the Project and recover from the Contractor or Subcontractor any amount paid by Revision Order but not substantiated by audit.

2.10 PROPOSAL REQUESTS

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

3 CONTRACTOR

3.1 DEFINITIONS

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

3.2 GENERAL

- A Contractor agrees to perform all Work required by the Contract Documents.
- B All Work shall be done in accordance with the best practices of the various trades involved and highest industry standards.
- C The Contractor shall keep on the Project site during the progress of the Work a competent superintendent satisfactory to the Owner. The Superintendent shall not be changed except with the consent of the Owner. The Superintendent shall represent the Contractor and all directions given to him shall be as binding as if given to the Contractor.
- D It is the Contractor's responsibility to diligently prosecute the Work, using his best skills and attention, and the most appropriate techniques and equipment that are required to provide a finished product in compliance with the Contract requirements. He shall insure that no Work is done that does not comply with the Contract Documents.

- E The Contractor shall attend a preconstruction meeting, weekly progress meetings and other meetings as necessary to accomplish the Work and administer the provisions of the Contract.
- F Contractor shall submit to Owner a daily record of Contractor's activity. Such record shall be delivered to Owner daily for previous day's activity and shall include Project name, date, weather, names of Subcontractors, count of personnel by company, material deliveries, description and location of activity and events. The record of daily activity shall not be used as a Notice to Owner.

3.3 SUBCONTRACTS

- A The Contractor shall not be permitted to substitute any person or organization for any Subcontractor, person or organization listed by him in his bid without the prior, written consent of the Owner, as provided for in Chapter 2 of Division 5, Title 1 of the California Public Contracts Code.
- B In addition to the information required in Form of Proposal regarding Subcontractors, the Contractor, after execution of the Contract but prior to execution of the subcontract, shall submit the following information on each Subcontractor: name, address, and nature of Subcontractor's work, Subcontract Amount, and all other information the Owner deems relevant. The Contractor shall not Contract with any such proposed person or entity to whom the Owner objects.
- C Contractor shall bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to their work. The Contractor shall be responsible for the acts and omissions of Subcontractors.
- D Contractor agrees to pay to each Subcontractor promptly upon receiving payment from Owner.
- E Neither the acceptance of the Subcontractor nor any other act of the Owner, nor anything contained in any contract document is to be construed as creating any contractual relation between the Owner and any Subcontractor.

3.4 PERSONNEL AND LABOR POLICY

- A Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the work assigned to him. The Contractor shall be responsible to the Owner for the acts and omissions of his employees and other persons performing work for the Contractor.
- B No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this contract on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related

conditions, medical condition, mental or physical ability, or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Contract.

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

- C Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees working on the Project. Contractor's affirmative action policies shall be made available to Owner upon request.
- D It is the policy of the Owner that Contractors on public Projects employ their workers from the local labor market whenever possible. Consistent with that policy, the Contractor is requested to employ his workers from the local labor market. Local labor market within the meaning of this section is defined as the labor market within the geographical confines of the County of San Mateo, State of California.

- E The Contractor shall forfeit, as penalty to the Owner, twenty-five Dollars (\$25) for each laborer, workman, or mechanic employed in the execution of the Contract by him, or by any Subcontractor under him, upon any of the Work hereinabove mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Article 3, chapter 1, part 7, division 2 of the Labor Code.
- F The Contractor shall forfeit as penalty to the Owner, twenty-five dollars (\$25) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinafter stipulated for any Work done under the attached Contract, by him, or by any Subcontractor under him, in violation of the provisions of Article 2, chapter 1, part 7, division 2 of the Labor Code.
- G Apprenticeship Program: Contractor shall comply with the provision of Section 1777.5, chapter 1, part 7, division 2 of the Labor Code.
- H The Contractor's attention is directed to the provisions of the California Labor Code, Division 2, Section 1776, and the regulations implementing it in Title 8, California Administrative Code. The Contractor shall be responsible for compliance by his Subcontractors. A certified copy of all weekly payroll records shall be furnished upon request of the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- I Payrolls shall contain the full name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen.
- J The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

4 OWNER

4.1 DEFINITION

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

4.2 GENERAL

- A The Owner may furnish information after the bid date and not included in the Contract Documents in the form of drawings, reports, survey data, utility locations,

plans of existing facilities and such other information. This information is not part of the Contract Documents.

- B The Owner shall receive copies of all correspondence, notices, approved shop Drawings, test reports and such material pertinent to the Contract. The Owner shall have access to the Work at all times.

4.3 THE DIRECTOR OF PUBLIC WORKS

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

4.4 OWNER'S CONSTRUCTION OBSERVER

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

5 ARCHITECT

5.1 DEFINITION

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

5.2 GENERAL

- A The Architect will provide general administration of the Contract between Owner and Contractor.
- B The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents. The Owner's instructions to the Contractor may be issued through the Architect.
- C The Architect shall at all times have access to the Work. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents. The Architect will make periodic visits to the site to

familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. Architect will endeavor to guard the Owner against defects and deficiencies in the Work.

- D The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the Contractor's performance thereunder. The Architect will, within 14 calendar days, render interpretations or answers to questions submitted by Contractor. All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by all parties of the Contract. The Architect's decision in matters relating to esthetic effect will be final.
- E The Architect will review submittals, samples, adjustments to the Contract, applications for payment, written guarantees, operation and maintenance manual and other documents required by the Contract.

6 PERFORMANCE OF THE WORK

6.1 DEFINITION

- A The term "Work" as used herein is all of the Contractor's obligations under the Contract including, but not limited, to providing all labor, material, equipment and services indicated by the Contract Documents, as-built drawings, punchlist, inspections and approvals required or necessary for occupancy, and guarantees.
- B The term "Project" is the total construction planned or contemplated by the Owner of which the Work may be the whole or a part. The Owner may perform or contract for other work on the Project site during the progress of the Work.

6.2 GENERAL

- A The Contractor shall provide, maintain and remove upon completion of the Work, all tools, machinery, equipment, temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavation, ladders between floors, fences around buildings, and all other items as required for safe completion of the Work, whether specifically designated or not and shall conform to all requirements in regard to operation, safety, and fire hazards of State and local authorities and of underwriters.
- B Deliver all materials and equipment in the manufacturer's original sealed, labeled containers and protect items against moisture, rust, dust, tampering, or damage.
- C Place all materials and equipment orders in time to avoid job delay or hindrance. Schedule deliveries to coincide with the construction schedule so that materials and equipment are promptly installed upon delivery.
- D Except as specifically noted otherwise, the installation and/or maintenance

directions provided by the manufacturer shall be followed for all materials and equipment.

- E All materials and equipment shall be new, unless specifically marked otherwise.
- F All materials and equipment not conforming to the Contract Documents shall be rejected and shall be immediately removed from the site of the Work.
- G All utilities and services required by the Contractor including electrical power, water, temporary telephones, temporary sanitary facilities, and temporary heat as required for the proper installation of materials and the completion of the Work shall be provided by Contractor.
- H Shut down of utilities for any reason or duration shall be subject to approval by the Owner. The Owner requires a minimum of 14 days notice prior to authorizing a utility shut down. When shut-downs of 30 minutes or more are required, the Contractor shall provide alternate service for normal occupancy requirements. Utility shut-downs shall be scheduled during non-business hours.
- I Prior to ordering materials, the Contractor shall verify all measurements at the site and shall be held responsible for their accuracy. No extra compensation will be allowed for differences between actual measurements and the dimensions shown on the Drawings.
- J Fences, office facilities, enclosures, storage sheds, etc., required by the Contractor in the performance of the Work shall be located where approved by the Owner.
- K The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
- L During the progress of the Work, Contractor shall keep the premises orderly and safe and free from accumulation of waste materials and rubbish.
- M At the completion of the Work, Contractor shall remove all waste, surplus materials, and rubbish and shall clean all surfaces, removing all extraneous paint, mortar, dust, and stains, leaving the Work bright, clean and polished.
- N The project is not exempt from any Federal, State or local taxes.
- O Royalty and License Fees incidental to the use of any patented material, device or process shall be paid by the Contractor and in the event of a Claim of alleged infringement of patent rights, the Contractor shall save the Owner free and harmless from loss on account thereof; and also defend, at his own expense, all suits that may be brought in such connection.

- P Contractor shall continuously maintain adequate protection of all Work and shall protect the Owner's property from damage or loss arising in connection with this Contract.
- Q Precaution shall be exercised at all times for the protection of persons (including Contractor's and Owner's employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest safety orders of the State of California (General Industrial Safety Orders and Construction Safety Orders), and in compliance with the Occupational Safety and Health Administration.
- R All materials and workmanship shall be subject to inspection, examination, test and acceptance by the Owner at all times during manufacture and construction and at all places where such manufacture and construction are carried on.

6.3 EXISTING CONDITIONS

- A The Contractor by executing the Contract represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed and has correlated his site observations with the requirements of the Contract Documents.
- B The contractor shall carefully study and compare the Contract Documents and existing conditions and dimensions and the connection of the Work to existing conditions and shall report to the Architect any error, conflict, inconsistency, omission, or any variance with laws, ordinances, codes, rules or regulations bearing on the Work. Contractor shall report such conditions to the Architect in writing at such time as to allow at least twenty (20) calendar days for a response with no delay to the Work. All necessary changes shall be accomplished in accordance with Section 2, Contract Modifications.

6.4 ADJACENT FACILITIES

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

6.5 PERMITS

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

6.6 LAWS

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

6.7 EMERGENCIES

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

facilities of Contractor. The Owner's actions may be performed immediately and without notice to Contractor. Contractor shall pay Owner for all costs which are attributable to Contractor.

6.8 SUBMITTALS

- A Submittals are shop drawings, product data, maintenance information, samples, manufactures instructions, certifications, and similar documents or items which demonstrate the way the Contractor proposes to conform the Work to the information in the Contract Documents. Contractor shall review the entire Contract Documents for other provisions relating to submittals and individual submittal requirements, if any.
- B The Contractor shall review, stamp with his approval and submit to the Architect in orderly sequence so as to cause no delay in his Work or in the work of any other contractor, all submittals required by the Contract. Submittals shall be properly identified with specification section. At the time of submission, the Contractor shall note in writing any deviation in the submittals from the requirements of the Contract Documents. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, and that he has checked and coordinated each shop drawing and sample with the requirements of the Work and of the Contract Documents.
- C The Architect will review submittals for conformance with the designed concept and with the information given in the Contract Documents. A minimum of 14 calendar days is required for each submittal review. The Architect's review will not relieve the Contractor of responsibility for complying with the Contract Documents. If a submittal is required to be resubmitted, the time and cost of resubmission is the responsibility of the Contractor.

6.9 SUBSTITUTIONS

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

Architect. The Architect's refusal to approve a substitution shall not effect the progress of the work and is not grounds for a Claim against the Owner.

- C The Contractor shall pay \$200, lump sum, for the Architect's time to review substitution requests. Payment is to be included with the substitution request package.

6.10 CORRECTING WORK

- A The Contractor shall promptly correct all Work rejected by the Owner or Architect, whether observed before or after the Notice of Completion and whether or not fabricated, installed or completed. The Contractor shall not receive a time extension for correcting such rejected Work. All such defective or non-conforming Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate contractors destroyed or damaged by such removal or correction.
- B If any Work should be covered before it is inspected, the Contractor at his expense, must uncover the Work for inspection and then replace the cover.
- C If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provisions of the Contract Documents, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy Owner may have, and without Contract termination or ordering the Contractor to stop Work make good such deficiencies in any manner the Owner deems expedient. In such case an adjustment to the Contract shall be made in accordance with section 2, Contract Modifications, deducting from the payment then or thereafter due the Contractor, the cost of correcting such deficiencies, including the cost of additional services made necessary by such default, neglect or failure.
- D If the Owner deems it not expedient to correct Work damaged or not done in accordance with the Contract Documents, a deduction from the Contract price shall be made.
- E If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work or any portion thereof until the cause of such order has been eliminated. Contractor shall not receive a time extension or compensation as a result of stopping Work as required by this provision.

6.11 TESTING

- A The Owner will provide for testing of materials or workmanship as required by these Specifications. The Contractor shall coordinate and schedule tests directly with the testing firm. The costs of tests on materials at the Project site will be borne by the Owner, except for retesting, as specified below, the material required

for testing, and the Contractor's labor required to facilitate the test or delayed by the test, which the Contractor shall furnish. The Contractor will cooperate with the Owner's testing representative in the taking of test Samples. The Contractor shall pay for all tests which are not at the job site.

- B Required tests are specified elsewhere in the Specifications.
- C Should the results of any required tests fail to meet the requirements of the Contract Documents, Contractor shall either correct the unacceptable condition or furnish new materials, as directed by the Owner. Additional tests shall be made at the Contractor's expense until the materials are found to meet the requirements of the Contract Documents.
- D Should the results of any soil compaction tests fail to meet the requirements of the Specifications, Contractor shall recondition and/or recompact the fill, and additional tests shall be made at the Contractor's expense until the compaction is found to meet the requirements of the Specifications.
- E Testing or inspection services required outside of regular working hours shall be paid for by the Contractor.
- F When existing building systems such as fire alarms, fire sprinkler systems, smoke detectors, halon systems, etc., are modified by the Work, the Contractor shall test the entire system at the completion of the Work and demonstrate to the Owner that the system is functioning correctly and reliably.

6.12 RECORD DOCUMENTS

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

6.13 OPERATING AND MAINTENANCE MANUALS

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

of the Work.

6.14 TRAINING OWNER'S REPRESENTATIVE

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

7 TIME

7.1 DEFINITION OF OFFICIAL DATES

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

7.2 SUBSTANTIAL COMPLETION

- A Substantial Completion is the stage in the progress of the Work when the entire Work, or a designated portion thereof acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to allow the Owner to use and occupy the entire Work or portion as intended. Prior to Substantial Completion the Contractor shall have inspected the Work, completed corrective measures, obtained all approvals necessary for occupancy, placed into operation all equipment and systems, and obtained the Architects concurrence that Substantial Completion has been achieved.
- B When the Contractor considers that the Work, or designated portion thereof acceptable to the Owner, is substantially complete, the Contractor shall provide a written notice to the Architect and Owner in which the Contractor certifies that the Work or portion is Substantially Complete, lists all deficiencies, and requests inspection and acceptance. The failure to include any items on such list does not

alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents.

- C Upon receiving notice in accordance with paragraph 7.2B the Architect and/or Owner will review the Work or designated portion thereof. If the Architect determines the Work or portion is substantially complete, the Architect will establish a date of Substantial Completion. If the Architect determines the Work or portion is not Substantially Complete the Contractor will be notified. Contractor is required to initiate reinspections by providing notice in accordance with Section 7.2B and reimburse the Owner for the cost of the reinspection.
- D The guarantee period shall begin on the date of Substantial Completion. A separate date of Substantial Completion shall be established for designated portions of Work as agreed to by owner.
- E Any Work used by Contractor prior to Substantial Completion shall be made new as of the date of Substantial Completion. Such Work may include lights, filters and systems or equipment requiring periodic maintenance.

7.3 LIQUIDATED DAMAGES

- A Should the Work not be Substantially Complete, as defined herein, within the Contract Time as may be revised, damages will be sustained by the Owner. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the Owner will sustain in the event of and by reason of such delay in completing the Work; and it is therefore agreed that the Contractor will pay the Owner the amount specified in the Special Provisions, as and for the Owner's liquidated damages. This amount covers Owner's damages only and is not in lieu of the indemnification obligations set forth separately at section 9 nor shall these liquidated damages cover damages, including delay damages, claimed by third parties. Third parties shall include other contractors working on the Project. In the event the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due under the Contract not be sufficient to cover the amount owed, the Owner shall have the right to recover the balance from the Contractor, from other contracts between Contractor and Owner, or from the Contractor's sureties.
- B The Owner may allocate liquidated damages to portions of the Work. In the event the Contractor fails to complete Work remaining after Substantial Completion within the time periods established or fails to adhere to the conditions as agreed for achieving Final Completion, liquidated damages, and third party claims shall be charged to Contractor.

7.4 USE AND OCCUPANCY PRIOR TO SUBSTANTIAL COMPLETION

- A The Contractor agrees to use and occupancy of a portion of the Work by Owner

before Substantial Completion.

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

7.5 SCHEDULE

- A Contractor shall, within two weeks of being awarded the Contract, submit to the Owner and Architect a schedule for the Work. The schedule shall be a series of tasks representing the Contractor's plan for performing the Work including all activities both on site and offsite, submittal due dates, submittal review periods, material purchasing, lead or fabrication times, a period for punchlist and corrections, final inspection and approvals, and other events or activities having an effect on the progress or completion of the Work. For each task, the schedule shall show the duration, the starting and finish dates, predecessors, successors, and the average manpower and equipment planned. The schedule shall be submitted in bar chart and pert chart format and with a separate task list showing all data in spreadsheet format. No single task on the schedule may exceed two weeks in duration.
- B The schedule shall be revised as required by the progress and conditions of the Work, change orders and all other factors that could influence the date of Substantial Completion.
- C Contractor shall post a schedule on the Project site in a location readily accessible to the Owner and Architect. The posted schedule shall be updated at least weekly by the Contractor to show actual progress. At least once a month, Contractor will provide a written progress report to the Owner in a format approved by Owner.
- D Weather shall be allowed for in the Contractor's Schedule. Additional time will be granted for adverse weather to the extent the number of scheduled work days lost due to weather exceed: July 0, August 0, September 1, October 3, November 6, December 9, January 10, February 9, March 9, April 5, May 1, June 0.

8 PAYMENTS

8.1 CONTRACT AMOUNT

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

8.2 CONTRACT AMOUNT BREAKDOWN

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

8.3 PROGRESS PAYMENTS

- A The Owner shall make progress payments to the Contractor for labor and materials incorporated into the Work as called for by the Contract Documents and approved Revision Orders. Not more often than once each month and on a day of each month agreed upon between the Owner and the Contractor, the Contractor shall submit to the Owner through the Architect an application for payment consisting of a Certificate of Payment, a calculation of completed Work based on the approved payment breakdown and, if required by Owner, receipts, releases, or other evidence showing the Contractor's payments for materials, labor, Subcontractors, and any such information as the Owner may require. Payment shall not be owed if the application does not conform to these requirements.
- B Payment for materials stored on site which have not been permanently incorporated into the Work is at the discretion of the Owner. Payment for materials stored off-site, whether or not specially fabricated for the Project, can be made only when payment for such materials has been previously approved by the Owner and shown on the approved payment breakdown and such payment shall be conditional upon submission by the Contractor of a Bill of Sale in a form acceptable to the Owner or other such evidence as is required by the Owner to establish the Owner's title to such material. All materials stored off-site shall be stored in a bonded warehouse at no additional expense to the Owner.
- C The Contractor shall present the application for payment, as required herein, to the Architect for approval. Architect will review and adjust the Certificate of payment to such amount as he decides is properly due and deliver it to the Owner for payment.

- D The Owner will retain 10 percent of the amount of each payment due the Contractor until after the date of Final Completion.
- E No Certificate of Payment issued nor payment made to the Contractor nor partial or entire use of occupancy of the Work by the Owner shall be an acceptance of any Work not in accordance with the Contract Documents.
- F The Contractor shall not assign any monies due or to become due hereunder without the written consent of the Owner and of all sureties executing bonds on behalf of the Contractor in connection with this Contract.

8.4 OWNER'S FAILURE TO ISSUE PAYMENT

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

8.5 PAYMENTS WITHHELD

- A The Owner may withhold payment, on account of subsequently discovered information, nullify the whole or a part of any progress payment or retention payment to such extent as may be necessary to protect the Owner from loss on account of:
 - 1 Defective Work.
 - 2 Third party claims or reasonable evidence indicating probable filing of third party claims.
 - 3 Failure of the Contractor to make payments to Subcontractors or for material, labor or equipment.
 - 4 The Owner's doubt that the Work can be completed for the unpaid portion of the Contract Amount.
 - 5 Damage to another contractor's work.
 - 6 Damage to Owner's property.
 - 7 Failure to pay fees in accordance with the Contract Documents.
 - 8 Owner's cost of correcting deficiencies in the Work or undertaking any Work.

- 9 Liquidated damages or anticipated liquidated damages.
- 10 Any amount owed to Owner or claimed by Owner.
- 11 Contractor's failure to deliver as-built drawings, guarantees, operating manuals or other documents.
- 12 Failure by Contractor to fulfill any Contract requirement.

8.6 FINAL PAYMENT AND RETENTION PAYMENTS

- A The final payment shall be the one made in response to the 100 percent complete application for payment which will bring the total paid to the Contractor to 90 percent of the Contract Amount. Contractor's acceptance of the final payment shall constitute a waiver of all claims by Contractor except those previously made in writing.
- B The Owner is entitled to retain 10 percent of the amount of each payment due Contractor until at least 35 days after the date of recording the Notice of Completion. At that time if any Work is still not complete, the Owner may continue to withhold all retention or, at the Owners option, the Owner may pay any portion of the retention.
- C As a prerequisite to the release of retention, Contractor shall sign a Release of Liens in a form prescribed by Owner.
- D Contractor shall not be paid interest on retention.

9 INSURANCE

9.1 HOLD HARMLESS

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

- C The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

9.2 INSURANCE

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

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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

- 1 Comprehensive General Liability \$2,000,000
- 2 Motor Vehicle Liability Insurance \$1,000,000

- D The Owner and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Owner, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Owner or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.
- E The Contractor shall purchase and maintain at his expense All Risk Property Insurance, excluding Earthquake and Flood coverage, in an amount covering all work and materials in the Contract, including that of Subcontractors, in an amount equal to the Contract Amount including adjustments. Subcontractors shall be included as insureds and the Owner shall be named as a Loss Payee as its interests may appear. Said insurance shall be maintained in complete coverage throughout the duration of the Contract until the date of Substantial Completion.

9.3 FAILURE TO PROVIDE INSURANCE

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

10 GUARANTEES

10.1 REQUIRED GUARANTEES

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

10.2 REPAIR OF GUARANTEED WORK

- A If repairs are required in connection with guaranteed Work, the Contractor shall promptly upon receipt of notice from the Owner, and without expense to the Owner:

- 1 Place in satisfactory condition in every detail all of such guaranteed Work;
 - 2 Make good all damage to the building, site, equipment, furniture, or contents which, in the opinion of the Owner, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed Work.
- B If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein he shall restore such disturbed work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- C A new full term guarantee period shall apply to repaired work upon completion of repairs.
- D If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from Owner, the Owner may remedy the Contractor's failure by whatever means the Owner deems expedient. The Owner may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by Owner pursuant to this Section shall be paid by Contractor.

+ + END OF GENERAL CONDITIONS + +

File: F:\users\Capital Projects\Operations Manual\Front End Docs\006 General Conditions V013.doc
2/20/08

**SAN MATEO COUNTY SUPPLEMENTARY GENERAL CONDITIONS
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM FOR MINORITY
EMPLOYMENT**

1 STATEMENT OF INTENT

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 building contracts. The Bidder's attention is directed to all the provisions set forth herein. The Board of Supervisors has by Ordinance No. 2174 added Title 2, Chapter 2.50 to Division II of the San Mateo County Ordinance Code prohibiting discrimination in employment and providing for an Equal Employment Opportunity Program by Contractors doing business with the County of San Mateo. The following provisions are a part of the contract documents.

2 LOWEST RESPONSIBLE BIDDER

Award of contract to the low bidder shall not be made until the requirements set forth in these Supplementary General Conditions have been complied with and reviewed by the County Compliance Officer and a satisfactory Equal Employment Opportunity Program as submitted by the low bidder has been accepted.

A Criteria for Determining Lowest Bidder. Criteria to determine the acceptability of bids on construction contracts requiring public bidding and involving an expenditure of \$6,500 or more shall include but not be limited to the following:

- 1 Criteria of Compliance with Federal and State Laws.** Each bidder shall submit with his bid a certification that he is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State Laws and regulations relating to Equal Employment Opportunities and the provisions of this article and the Board established guidelines implementing them. See report form entitled "Certification of Compliance with Laws Prohibiting Discrimination" bound herein after Form of Proposal.
- 2 Certification of Intent to Develop and Implement an Equal Employment Opportunity Program.** Each bidder shall submit with his bid a certification that he will develop, implement and maintain, during the course of work concerned, an affirmative action program in employment conducted without regard to race, religion, color, national origin, ancestry, physical or mental disability, or sex of the

applicants. With this certification he shall submit any and all information which may be required by the County in connection with this program. As used in this Article, the term "minority" or "minority group" pertains to Latinos, Asians and Pacific Islanders, African Americans, American Indians, and women (regardless of her race or ethnicity). See report form entitled "Certification of Intent" bound herein after Form of Proposal.

- 3 Compliance by Subcontractors. The provision of this Section apply to any subcontractor engaged by the successful bidder, and each successful bidder shall notify his subcontractors of their obligations under the provisions of this Section.

3 PENALTIES FOR NON-COMPLIANCE WITH THE PROVISIONS OF THIS SECTION

- A Any bidder who fails to submit a proposed Equal Employment Opportunity Program or who is unable to make the certifications required in this Section of the Supplementary General Conditions may 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, Section 503 of the Rehabilitation Act of 1973, or of the provisions of this Section, he may be found to be in material breach of his 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.

4 WAIVER OF COMPLIANCE

In the event that the requirements of this ordinance are found to work an undue hardship upon a low bidder, said bidder shall submit evidence of such hardship to the Board of Supervisors and shall petition the Board for a waiver of these requirements. This waiver shall only be granted by the Board of Supervisors and shall become an integral part of the contract.

5 DEFINITIONS

- A Equal Employment Opportunity Program. Equal Employment Opportunity Program is a set of specific and result oriented procedures to which a

Contractor commits himself in order to achieve equal employment opportunity.

- B Compliance Officer. A Compliance Officer is 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 2.50 of the County Ordinance Code.

6 CERTIFICATION OF COMPLIANCE AND INTENT

Every bidder shall submit with his bid a Certificate of Compliance with laws prohibiting discrimination and a Certification of Intent to implement an equal employment opportunity program on a form furnished by the County, as required by Title 2, Chapter 2.50 of the County Ordinance Code.

7 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

In addition to furnishing the Certification of Compliance, each Contractor will submit his Equal Employment Opportunity Program with his bid.

The EEO 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

These figures will provide the base by which the Contractor's EEO 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 equal employment opportunity actions the Contractor has taken or will take to insure 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 which serve areas of 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 Contractor will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, ancestry, physical or mental handicap, or sex. Assistance for admission into the craft of minorities over the traditional apprenticeship age is also suggested. The Contractor will support Bay Area Construction Opportunity Program or similar groups as recruiting sources and will urge all labor organizations with which he has agreements to use BACOP.

- 2 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.
- 3 Appointing an Equal Employment Opportunity Coordinator - full time or as an additional duty. He will have the responsibility of administering an active program, informing company personnel and union representatives of this company policy and advising all subcontractors of their obligation to this program.
- 4 Establishing or maintaining an apprenticeship or training program designed to insure hiring of additional minority employees in the journeyman or skilled classes, if possible. The Contractor is urged to support the Joint Apprenticeship Committee on this trade.
- 5 Selecting minority subcontractor or subcontractors who are known for their ongoing program of apprenticeship for minorities. This includes advising minority contractor associations of bids for subcontractors. Joint ventures with minority subcontractors are encouraged.

- C. The EEO should state any previous experience the Contractor has had with similar plans and result of that effort. Any current equal employment opportunity plans should be described in detail and a copy attached, if printed plan is available. The Compliance Office will review the EEO submitted by each bidder in order to determine whether the program submitted complies with Title 2, Chapter 2.50 of the County Ordinance Code and these guidelines.

The EEO as submitted will be kept on file by the Compliance Officer. If the Contractor bids for other county contracts, he may refer to the EEO on file and state any changes, but will not be required to refile his program.

The Compliance Officer may request additional information from the bidder and will be available to answer questions relative to the guidelines and to advise those seeking assistance of resources known to him. He will not be responsible for the service or lack of service rendered by the resources recommended, nor will he develop an EEO for any bidder, or serve as a recruiter for any bidder.

Bidders may revise their EEO after consultation prior to award of contract. Deficiencies will be discussed and appropriate remedies suggested. If bidders withdraw their EEO for revision, their revised program must be submitted by a date established by the Compliance Officer.

The Compliance Officer will determine whether the low bidder's EEO is acceptable and will report to the appropriate county department. The EEO's of each subcontractor of the low bidder will also be evaluated by the Compliance Officer.

8 INCLUSION OF EEO AND CERTIFICATIONS

Upon award of the contract by the Board of Supervisors, the EEO and Certifications for the prime contractor 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.

9 PERFORMANCE OF CONTRACTOR

- A The Contractor will post, in conspicuous places available to employees and applicants for employment, notices to be provided by the County, stating that the Contractor is obliged to comply with the provisions of these guidelines and Title 2, Chapter 2.50 of the County Ordinance Code. These notices will also be sent to all union and 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 EEO at intervals established by the County.
- D The Compliance Officer will monitor the performance of the EEO until completion of the contract and will report the progress of the Contractor in living up to his EEO to the County Manager.
- E The Contractor shall 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 Equal Employment Opportunity rules of the County.

10 PERFORMANCE OF SUBCONTRACTORS

- A All subcontractors listed in a general Contractor's bid are subject to all the provisions of these guidelines and Title 2, Chapter 2.50 of the County Ordinance Code.
- B All subcontractors will file their Certifications of Compliance and Intent and their EEO with the Equal Employment Coordinator of the prime Contractor for transmittal to the County, after award of the contract has been made.

File: F:\users\Capital Projects\Operations Manual\Project Manual Front End Docs\007 Supplemental Conditions.doc

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 4324, CHAPTER 2.84

2.84.010 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. (Ord. 4324, 08/15/06)

2.84.020 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. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter

The requirements of this Chapter shall only apply to those portions of a Contractor's operations that occur (a) within the County; (b) 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 (c) 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. (Ord. 4324, 08/15/06)

2.84.040 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. (Ord. 4324, 08/15/06)

2.84.050 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. (Ord. 4324, 08/15/06)

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 4324, CHAPTER 2.85

2.85.010 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.
- (b) "Contractor" means a party who enters into a contract with the county for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor Jury Service Policy

- (a) A contractor 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.
- (b) At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is 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.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 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.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of noncompliance.
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, 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. (Ord. 4324, 08/15/06)

RECYCLING AND DIVERSION OF DEBRIS FROM CONSTRUCTION AND DEMOLITION ORDINANCE NO. 4099, CHAPTER 4.105

4.105.010 Definitions

For purposes of this chapter, the following definitions apply:

(a) "Construction and demolition debris" means and includes:

1. Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project;
2. Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.

(b) "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under the laws of the State of California, or who performs (whether as contractor, subcontractor, owner-builder, or otherwise) any construction, demolition, remodeling, renovation, or landscaping service relating to buildings or accessory structures in the unincorporated area of San Mateo County.

(c) "Covered Project" means and includes any project which consists of one or more of the following:

1. Demolition work only, where the cost of the work exceeds \$5,000 as determined by the Building Official;
2. The renovation, remodel or addition to an existing structure, or the construction of a new structure where the cost of the work exceeds \$250,000, as determined by the Building Official;
3. Commercial, residential or multi-family residential development, and any new structure that is equal to or greater than 2,000 square feet.

(d) "Designated recyclable and reusable materials" means and includes:

1. Inert solids
2. Wood materials, including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;
3. Vegetative materials, including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use;
4. Metals, including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;
5. Roofing materials including wood shingles and shakes as well as asphalt, stone and slate based roofing material;
6. Salvageable materials and structures, including, but not limited to doors, windows, fixtures, hardwood flooring, sinks, bathtubs and appliances;
7. Any other materials that the Building Official determines can be diverted due to the identification of a recycling facility, reuse facility, or market accessible from the

County.

(e) "Inert solids" includes asphalt, concrete, rock, stone, brick, sand, soil and fines;

(f) "Salvage" means the controlled removal of materials from a covered project, for the purpose of reuse or storage for later reuse;

(g) "Structure" means anything constructed or erected. (Ord. 4099, 02/26/02)

4.105.020 Deconstruction and salvage and recovery

(a) Contractors are encouraged to make every structure planned for demolition available for deconstruction, salvage, and recovery prior to demolition; and to recover the maximum feasible amount of salvageable designated recyclable and reusable materials prior to demolition.

(b) Recovered and salvaged designated recyclable and reusable materials from the deconstruction phase shall be counted towards the diversion requirements of this chapter. (Ord. 4099, 02/26/02)

4.105.030 Diversion requirements

(a) One hundred percent (100%) of inert solids, and at least fifty percent (50%) of the remaining construction and demolition debris tonnage shall be diverted.

(b) For each covered project, the diversion requirements of this chapter shall be met by submitting and following a Waste Management Plan that includes the following:

1. Deconstructing and salvaging all or part of the structure as practicable. AND

2. Directing one hundred percent (100%) of inert solids to reuse or recycling facilities approved by the County. AND

3. Either

a. Taking all mixed construction and demolition debris to the Mixed Construction and Demolition Debris Recycling facilities approved by the County and taking all sorted or crushed construction and demolition debris to approved facilities. OR

b. Source separating non-inert materials, such as cardboard and paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities approved by the County and taking the remainder (but no more than 50% by weight or yardage) to a facility for disposal. In this option, calculations must be provided to show that 50% of construction and demolition debris (in addition to 100% of inert solids) has been diverted. (Ord. 4099, 02/26/02)

4.105.040 Information required before issuance of permit.

Every contractor shall submit a properly completed "Waste Management Plan," on a form prescribed by the County, as an integral part of the building or demolition permit application process for a covered project. The Waste Management Plan shall indicate the intended salvage, reuse, and recycling facilities, chosen from a list of facilities approved by the County, for all construction and/or demolition debris from the project. Approval of alternative facilities or special salvage or

reuse options may be requested of the Building Official. Approval by the Building Official, or designee, of the Waste Management Plan as complying with this chapter shall be a condition precedent to the issuance of any building or demolition permit for a covered project. (Ord. 4099, 02/26/02)

4.105.050 Administrative fee

As a condition precedent to the issuance of any building or demolition permit for a covered project, the applicant shall pay to the County a fee as established by resolution to compensate the County for all expenses incurred in administering this chapter. (Ord. 4099, 02/26/02)

4.105.060 Reporting

(a) No later than thirty (30) days following the completion of a demolition project or construction project, the contractor shall, as a condition of final approval and for issuance of any certificate of occupancy, submit documentation to the County that demonstrates compliance with the requirements of this chapter.

(b) The 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's approved "Waste Management Plan" shall be completed by recording and confirming the type of debris diverted and the facilities to which it was taken. The contractor shall sign the completed "Waste Management Plan" form to certify its accuracy as part of the documentation of compliance.

(c) Progress reports during construction may be required.

(d) All documentation submitted pursuant to this section is subject to verification by the County.

(e) It is unlawful for any person to submit documentation to the County under this section which that person knows to contain any false statements, including but not limited to false statements regarding tonnage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement. (Ord. 4099, 02/26/02)

4.105.070 Penalties and enforcement

(a) Each violation of the provisions of this chapter shall constitute a misdemeanor, and shall be punishable by imprisonment in the county jail for up to six (6) months, or by a fine of up to one thousand dollars (\$1,000), or both. Each day that a violation continues shall be deemed a new and separate offense.

(b) The Building Official shall have the authority to enforce this chapter as specified in section 9021 of the San Mateo County Building Regulations, including but not limited to the authority to order that work be stopped where any work is being done contrary to the provisions of this chapter. (Ord. 4099, 02/26/02)

SPECIAL PROVISIONS

SAN MATEO SOLAR GENESIS (P6Y26)
COUNTY CENTER PARKING STRUCTURE,
300 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94063

These Special Provisions are part of the Contract Documents and will govern over specific inconsistencies with the General Conditions.

1. CONTRACT TIME: The Contract Time is one hundred ninety (190) calendar days.
2. SCHEDULE: Contractor's attention is directed to the Contract Time and the requirement to achieve substantial completion within said time period.
3. LIQUIDATED DAMAGES: Liquidated damages are \$500 per calendar day.
4. PERMITS: All work is subject to inspection and acceptance of authority having jurisdiction.

→ reference attached union hiring language.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
QUESTIONNAIRE

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

Project: SAN MATEO SOLAR GENESIS (P6Y26), COUNTY CENTER PARKING
STRUCTURE, 300 MIDDLEFIELD ROAD, REDWOOD CITY, CA 94063

Company Name: Alliance Roofing Company, Inc.

Name of Company Official: Ron Park

Phone: (408) 261-2595

Date: March 24, 2010

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

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

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

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

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

orientation, or sex?

6. Yes No Were any employees hired by means other than the union hiring hall in the past year?
How many? _____
What positions? _____

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

8. How many apprentices do you employ? 23
How many of these are minorities? 100%

9. Yes No Do you have a program for upgrading and counseling present employees?
Describe: _____

10. Yes No Do you have a collective bargaining agreement with a labor union or other organization?
Please list these groups: Local 40, 81 & 95

11. What percentage of your work force is covered by union agreement? 100%

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

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

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

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

Reference Union Agreement
Hiring language attached

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

Reference Union Agreement
Hiring language attached

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

→ Hiring language

contractual requirements call for the use of non-instant tests. Prospective employees whose "instant" test results are negative shall be put to work, if otherwise eligible for hire. Prospective employees whose "instant" test results are inconclusive shall be re-tested under the terms, conditions and procedures specified in the Alcohol and Drug Policy adopted May 12, 1992.

- (6) The Individual Employer may reject any employee or applicant for employment dispatched by the Local Union, provided, however, that any such employee or applicant for employment reporting for work and rejected by the Individual Employer shall be entitled to show-up time in the amount specified in Section 5 of ARTICLE XVII of this Agreement, unless such employee or applicant for employment is rejected because he/she reported in a condition unfit for work, or because he/she has been discharged for cause by the Individual Employer within twelve (12) months next preceding the date of such reporting for work, or because he/she is not qualified to perform the type of work specified by the Individual Employer at the time of calling the Employment Office of the Local Union for such employee or applicant for employment.
- * (7) The Local Union, in carrying out the provisions of this ARTICLE V will not discriminate either in favor of or against such employees or applicants by reason of race, color, religion, sex, national origin or by reason of membership or non-membership in any union, or by reason of activity on behalf of or in opposition to any union, nor shall the carrying out of the provisions of this ARTICLE V be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements except to the extent that membership in the Union shall be a condition of employment as provided in this ARTICLE V of this Agreement, nor shall the Individual Employer discriminate either in favor of or against employees or applicants for employment or any of them by reason of race, color, religion, sex, national origin or by reason of membership or non-membership in any union, except to the extent that membership in the Local Union shall be a condition of employment as provided in this ARTICLE V of this Agreement.

Section 4. Union Activity. No employee shall be discharged or in any way discriminated against by reason of activity for or against any union, provided, however, that no employee shall be paid for time spent on such activities.

No employee shall be discharged or in any way disciplined for refusal to pass a lawful primary picket line established by an international union affiliated with the Building & Construction Trades Department, AFL-CIO, or a local union thereof, provided the picket line has been authorized and sanctioned, or otherwise processed and not disapproved by the Local Building & Construction Trades Council or the Central Labor Council having jurisdiction over the area in which the job is located in accordance with their usual procedures.

Section 5. The Individual Employer shall be the sole judge of the qualifications of all his employees and on such grounds may refuse to hire any employee, but may discharge an employee for just cause only. In the event of a dispute, the existence of just cause shall be determined in accordance with the grievance procedure provided in ARTICLE XXX hereof. Employees discharged without just cause may be ordered reinstated with payment for time lost.

The Local Union shall be the sole judge of the qualifications for membership therein.

Section 6. The provisions contained in this ARTICLE V are intended to be, and are, the only provisions governing the hiring, dispatching and discharging of employees. The Local Union and Employers shall for the information of employees and applicants for employment at all times keep posted in the places where notices are usually posted a copy of this ARTICLE V.

Section 7. Any employee or Employer claiming to be aggrieved by the application to himself of any of the provisions of this ARTICLE V, whether by the Local Union, the Association, or any Individual Employer, may submit the same to the Local Area Adjustment Board in accordance with the appropriate provisions of this Agreement. All such grievances must be submitted in writing to the Local Area Adjustment Board within five (5) days of the date when such grievance arose. The Local Union and the Association shall at all times keep on hand a sufficient number of forms for the use of employees or Employers in submitting such grievances.

ARTICLE VI Joint Examination Board

Section 1. Immediately upon execution hereof, there shall be established a Joint Examination Board to consist of six (6) members, three (3) members, and alternates, to be appointed by the Local Union and three (3) members, and alternates, to be appointed by the Association. The members shall meet forthwith for the purpose of appointing a Chairman and a Secretary and adopting rules of

CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION

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

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

CERTIFICATION OF INTENT

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

Signature and Title of Authorized Representative

Reference Union Agreement Hiring language
(attached)

Date 3/24/10

File: F:\users\Capital Projects\Operations Manual\Project Manual Front End Docs\015 Certificate of Compliance.doc

→ Hiring language

contractual requirements call for the use of non-instant tests. Prospective employees whose "instant" test results are negative shall be put to work, if otherwise eligible for hire. Prospective employees whose "instant" test results are inconclusive shall be re-tested under the terms, conditions and procedures specified in the Alcohol and Drug Policy adopted May 12, 1992.

- (6) The Individual Employer may reject any employee or applicant for employment dispatched by the Local Union, provided, however, that any such employee or applicant for employment reporting for work and rejected by the Individual Employer shall be entitled to show-up time in the amount specified in Section 5 of ARTICLE XVII of this Agreement, unless such employee or applicant for employment is rejected because he/she reported in a condition unfit for work, or because he/she has been discharged for cause by the Individual Employer within twelve (12) months next preceding the date of such reporting for work, or because he/she is not qualified to perform the type of work specified by the Individual Employer at the time of calling the Employment Office of the Local Union for such employee or applicant for employment.
- * (7) The Local Union, in carrying out the provisions of this ARTICLE V will not discriminate either in favor of or against such employees or applicants by reason of race, color, religion, sex, national origin or by reason of membership or non-membership in any union, or by reason of activity on behalf of or in opposition to any union, nor shall the carrying out of the provisions of this ARTICLE V be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements except to the extent that membership in the Union shall be a condition of employment as provided in this ARTICLE V of this Agreement, nor shall the Individual Employer discriminate either in favor of or against employees or applicants for employment or any of them by reason of race, color, religion, sex, national origin or by reason of membership or non-membership in any union, except to the extent that membership in the Local Union shall be a condition of employment as provided in this ARTICLE V of this Agreement.

Section 4. Union Activity. No employee shall be discharged or in any way discriminated against by reason of activity for or against any union, provided, however, that no employee shall be paid for time spent on such activities.

No employee shall be discharged or in any way disciplined for refusal to pass a lawful primary picket line established by an international union affiliated with the Building & Construction Trades Department, AFL-CIO, or a local union thereof, provided the picket line has been authorized and sanctioned, or otherwise processed and not disapproved by the Local Building & Construction Trades Council or the Central Labor Council having jurisdiction over the area in which the job is located in accordance with their usual procedures.

Section 5. The Individual Employer shall be the sole judge of the qualifications of all his employees and on such grounds may refuse to hire any employee, but may discharge an employee for just cause only. In the event of a dispute, the existence of just cause shall be determined in accordance with the grievance procedure provided in ARTICLE XXX hereof. Employees discharged without just cause may be ordered reinstated with payment for time lost.

The Local Union shall be the sole judge of the qualifications for membership therein.

Section 6. The provisions contained in this ARTICLE V are intended to be, and are, the only provisions governing the hiring, dispatching and discharging of employees. The Local Union and Employers shall for the information of employees and applicants for employment at all times keep posted in the places where notices are usually posted a copy of this ARTICLE V.

Section 7. Any employee or Employer claiming to be aggrieved by the application to himself of any of the provisions of this ARTICLE V, whether by the Local Union, the Association, or any Individual Employer, may submit the same to the Local Area Adjustment Board in accordance with the appropriate provisions of this Agreement. All such grievances must be submitted in writing to the Local Area Adjustment Board within five (5) days of the date when such grievance arose. The Local Union and the Association shall at all times keep on hand a sufficient number of forms for the use of employees or Employers in submitting such grievances.

ARTICLE VI Joint Examination Board

Section 1. Immediately upon execution hereof, there shall be established a Joint Examination Board to consist of six (6) members, three (3) members, and alternates, to be appointed by the Local Union and three (3) members, and alternates, to be appointed by the Association. The members shall meet forthwith for the purpose of appointing a Chairman and a Secretary and adopting rules of

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
CONTRACTOR REPORT FORM**

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

Project: **SAN MATEO SOLAR GENESIS (P6Y26)
COUNTY CENTER PARKING STRUCTURE,
300 MIDDLEFIELD ROAD, REDWOOD CITY, CA 94063**

Company Name: Alliance Roofing Company, Inc.

Date: March 24, 2010

RACIAL/ETHNIC MAKEUP OF THE COMPANY

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

Minority Employees										
Job Classification	Total All Employees	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
Foreman	27					5		22		
Journeyman	59							59		
Apprentice	23							23		
Superintendent	4				1	1		2		
Total(s)	113				1	6		106		

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

CONTRACTOR'S DECLARATION FORM

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

Project: SAN MATEO SOLAR GENESIS (P6Y26)
COUNTY CENTER PARKING STRUCTURE,
300 MIDDLEFIELD ROAD, REDWOOD CITY, CA 94063

I CONTRACTOR INFORMATION

Contractor Name: Alliance Roofing Company, Inc. Phone: (408) 261-2595

Contact Person: Ron Park Fax: (408) 261-2657

II EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
offering equal benefits to employees with spouses and employees with domestic partners.
offering a cash equivalent payment to eligible employees in lieu of equal benefits.
Contractor does not comply with the County's Equal Benefits Ordinance.
Contractor is exempt from this requirement because:
Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
Contractor is a party to a collective bargaining agreement that began on 8/1/09 (date) and expires on 7/31/10 (date), and intends to offer equal benefits when said agreement expires.

III NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against the Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
Contractor does not comply with the County's Employee Jury Service Ordinance.
Contractor is exempt from this requirement because:
the contract is for \$100,000 or less.
Contractor is a party to a collective bargaining agreement that began on 8/1/09 (date) and expires on 7/31/10 (date), and intends to comply when said agreement expires.

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 [Handwritten Signature]

Name Rod Miller

Date 3/24/10

Title President

ANTI-TRUST LAWS QUESTIONNAIRE

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

Project: SAN MATEO SOLAR GENESIS (P6Y26)
COUNTY CENTER PARKING STRUCTURE,
300 MIDDLEFIELD ROAD, REDWOOD CITY, CA 94063

Company Name: Alliance Roofing Company, Inc.

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

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

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

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

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

Date: _____ Name: _____

Nature of the threats: n/a

Additional comments: n/a

File: F:\users\Capital Projects\Operations Manual\Project Manual Front End Docs\018 Anti-Trust.doc

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ALLIANCE ROOFING COMPANY, INC.**

THIS AGREEMENT, entered into this 19th day of March, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Alliance Roofing Company, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of designing, furnishing, and installing a 363.8 kW DC solar photovoltaic system on the top (5th) level of the County parking facility located at 400 Middlefield Rd, Redwood City, CA 94063, whose energy shall be used to offset the power needs of Redwood City County Office Building #2, 555 County Center, Redwood City, CA 94063.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Two million, Seven Hundred Twenty-Five Thousand, Three Hundred Fifteen Dollars and no/100 cents, (\$2,725,315.)

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 19, 2010 through October 1, 2010.

This Agreement may be terminated by Contractor, the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall subcontract for all of the Services as set forth in Exhibit A exclusively with K2 Solar, Inc., 2188 Bering Drive, San Jose, CA 95131. Excepting this subcontract, Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. 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 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.

13. 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.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Attn: Capital Projects

Fax: 650-361-8220

In the case of Contractor, to:

Alliance Roofing Company, Inc.
1250 Campbell Ave.
San Jose, CA 95126
Attn: Ron Park

Fax: 408-261-2657

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: 
Director, Department of Public Works, San Mateo County

Date: 3-25-10

Alliance Roofing Company


Contractor's Signature

Date: 3/24/10

EXHIBIT A - SERVICES

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services in accordance with the project schedule at the end of this exhibit:

Scope of Work:

K2 Solar shall provide the following services for the installation of a 363.8 kW DC solar photovoltaic system on the top (5th) level of the parking facility located at: 400 Middlefield Rd, Redwood City, CA 94063. The energy from the solar system shall be used to offset the power needs of: Redwood City County Government Center, 555 County Center, Redwood City, CA 94063.

The scope of work shall include all of the following items:

- All installation labor, supervision, materials and hardware, tools and equipment, materials shipping costs, taxes, and bonding fees as required to install the system. All installation labor shall be at prevailing wages. All work shall be conducted in accordance with the 2007 CA electrical and building codes.
- Design and engineering of the solar PV system. Develop all required construction and permit drawings and documents.
- A structural analysis of the parking structure to ensure it can handle the additional loads from a solar system and to determine anchoring methods for the carports.
- Specification, procurement, and delivery to site all of the following materials:
 - (1548) Sharp 235W Mono-Crystalline Solar Modules
 - (As required) Anchoring Hardware to secure the solar panels to the carport structures
 - (1) Advanced Energy 333kW Solaron Inverter: 3-phase, 480VAC and Remote PV Assembly
 - (7) Carport Assemblies- Painted steel columns and beams to match existing railings on parking structure. The main columns and beams shall be rounded edge box-beam type. The purlins shall be galvanized steel.
 - (As required) Galvanized Steel Flashing material to cover direct access to the solar panel junction boxes and wiring pigtails.
 - (42) Fluorescent Lighting Fixtures
 - (1) DECK Web-Based Monitoring System (Accessible through existing customer computer systems). Includes all licensing and operating fees for (20) years excluding the internet access costs. System shall include a 19" Touch-screen Kiosk Display unit
 - (9) AMtec Combiner Boxes with DC Disconnect Switch (one on each cantilever solar carport / two on T-structure carports)
 - (2) Sub-combiner Assemblies

- (As required) Electrical hardware including: conduit, fittings, anchoring hardware, and conductors from solar panels to AC interconnection point
 - (1) PV System back-feed circuit breaker- 500A
 - Balance of System materials as required for the installation of the solar system
- Fabrication and installation of seven (7) steel Carport Structures on the 5th floor of the parking garage. Mounting and securing of the solar modules to the top side of the carports. The carport support columns would be secured to the existing parking structure either with core drilling/concrete or with base plates and anchor bolts. X-rays will be conducted to ensure the existing structural integrity of the parking garage is not compromised.
 - Installation of one DC String Combiner box/disconnect switch per solar carport.
 - Installation of underside lighting fixtures on the carports. The fluorescent light fixtures would utilize the existing lighting circuits now feeding the existing light towers. Removal of the existing light towers and return of the existing lighting fixtures (excluding the poles) to SMC. Unused poles shall be returned to SMC.
 - Installation of galvanized sheet-metal flashing to shield the junction boxes and DC wires on the back side of solar modules.
 - Conduit runs from each solar carport to be routed directly down one support column to the ceiling of the 4th floor of the garage. Holes would be core drilled through the floor and conduits run along the ceiling of the 4th floor to the open well at the SE corner of the parking structure. Three (3) subcombiner boxes will be installed on the 4th floor.
 - DC Conduit runs to be installed from subcombiner boxes down the SE light-well to the basement and running South on the East side of the electrical room. Runs would turn West and then North to penetrate the wall into the electrical room. Some X-rays and core drilling may be required for this run. Modification of the existing security chain-link fence/door and storage area in the basement of the parking garage to accommodate the DC conduit routing as required.
 - Installation of the inverter with integral DC and AC disconnect switches will all be installed in the main electrical room on the South wall (note: shelving currently against this wall will have to be relocated). Locations may be modified to optimize available space and to maintain code required clearances.
 - Interconnection of the Solar PV system to the main AC panel via a new PV back-feed circuit breaker to be installed on the load side of the existing bus bar.
 - Installation of the solar system performance monitoring system in the main electrical room and a display in the lobby of the County Government building.
 - Coordination with PG&E and SMC for the necessary building permits/approvals and utility solar interconnection permits.
 - Test and start-up the solar system. Provide a 2-hour training session on the system operation and maintenance for the customer. Five (5) hard-copies of the operations and maintenance manuals for the system and major components shall be provided.

- Warranties are provided as follows:
 - 10-Year Installation and workmanship warranty
 - 10-Year Manufacturer's warranty on inverter
 - 25-Year Manufacturer's warranty on solar panels (minimum of 90% of stated performance under STC at 10 years and minimum of 80% of stated performance under STC at 25 years)
 - Note: Warranties do not cover the finish of the structural steel. The system must be properly maintained per all installer and manufacturers' recommended preventative maintenance procedures in order to maintain the system warranty.

Qualification and Exceptions (The following items are clarifications of scope or are excluded from the scope of work as indicated):

- Any solar system projected output or rebate numbers provided are derived from weather and equipment performance data from NREL, the equipment manufacturers, and the CSI Rebate calculator. Variations in weather patterns can significantly alter the solar systems performance and resulting actual numbers. The projected numbers do not constitute a guarantee of performance or rebate amount. The solar system must be properly maintained in order to obtain optimal energy output.
- No structural work or any code related upgrades, modifications, or improvements to the existing parking structure, building, or electrical system are included.
- Paint color for the carport columns and beams shall be based upon a paint spec to be provided by SMC.
- No lightning protection is included on the system.
- The solar system connection to the main AC panel power is planned as a hot tie-in. However, this is subject to a safety review and interconnection may require a temporary shutdown of all power to the building. If required, this connection schedule will be coordinated with the customer. The interconnection shall be made via a new 500A PV System back-feed circuit breaker on the existing main AC panel without changing the main breaker, bus-bar, or current service. This approach is compliant with the 2008 NEC and would be an alternate to the 2007 CEC (2005 NEC).
- The monitoring system installation requires a 110V power source and hard-wired internet connection. In the basement electrical room, these connection points must be within 50 ft of the monitoring system. In the building lobby the connection points must be immediately adjacent to the proposed location of the display screen. All operating issues and costs for the internet connection are the responsibility of SMC.
- Solar carports to be anchored to the top level of the parking structure as required.
- The scope includes the solar system interconnection to the utility grid, assistance with the rebate application, and PG&E meter reprogramming fees. Any other utility (PG&E) charges will be passed on at cost. This may include upgrades to the transformers, new electric meters, and/or connection fees.
- Designs based on the lowest clearance point on the carports as no less than 8'-0".
- X-Rays needed for core-drilling and anchoring require a 75 ft clearance of all people, animals, photographic materials, sensitive electronics, etc.
- The existing circuits for lighting on the top level of the parking garage will be utilized for the underside lighting on the carports. No allowances have been made for additional circuits or changes to the lighting control systems. No allowances have been made for temporary night lighting on the top level during construction.
- Traffic control, parking, and working/storage space requirements shall be coordinated with SMC as

- outlined in the Project Parking and Logistics Guideline to be developed by SMC.
- The solar PV systems will be grounded through main AC panel. No allowances have been made for a separate DC side grounding system.
 - Some roads, driveways, walkways, and parking areas will need to be closed on a temporary basis to allow for crane access and during operation to lift materials onto garage structure, overhead construction work, and other operations.
 - Scope includes a separate DC disconnect switch and utilizing the PV back-feed breaker on the main AC panel as the primary AC disconnect switch for emergency shutdown. It is assumed both PG&E and the fire department have access to this room to shut down the system if required.
 - Sections of the 4th and 5th floor of the parking structure will have to be closed at various times during construction. Contractors will require access to the upper and basement levels during construction. Sections of the basement will also need to be closed intermittently when X-rays and core drilling are being conducted. Other areas (North/South ends of 3rd floor) may also require closure from time to time. Close access to 5th floor via elevator.
 - Parking areas are to be left broom clean.
 - All work shall be conducted during normal working hours (Mon-Fri, 7am-5pm) except X-rays which will be conducted during off-hours (Mon-Fri).
 - The underside lighting for the solar array utilizing the existing walkway frame structure is assumed to be part of the existing lighting circuit.
 - All building permit and inspection fees (As San Mateo County is a self-permitting entity, these will be handled internally between the Public Works and Planning & Building Departments)

San Mateo County Requirements: The County of San Mateo shall provide the following items for the execution of this project:

- Power and water for use as necessary to install the solar system as well as access for K2 Solar employees and subcontractors to conduct the work.
- An accessible internet connection and 110V outlet (within 20 ft) for the solar system performance monitoring system. This monitoring system provides on-going performance and troubleshooting data on the system.
- Various levels of the parking structure will need to be closed to public access at different stages of construction. The top level must be closed for the entire project, sections of the 3rd and 4th floors will need to be closed during core drilling operations and assembly of the carports over the North and South ends, and the entire lot closed during initial materials loading and during X-ray operations. All required closures will be coordinated with the Customer at least a day in advance. Temporary closure of sidewalks on the East and West sides of the parking garage will also be required at various times. Coordination with and support resources for the various county and Redwood City departments is the responsibility of San Mateo County.
- Relocation of the shelving in the electrical room to accommodate the inverter, disconnect switches, and monitoring system. If a power shutdown is required, then this must be coordinated.
- Access must be provided to basement and upper floors of parking structure for K2 Solar personnel and subcontractors as required to conduct the work.
- Single point of contact for technical issues and commercial issues.
- Lockout of the parking garage elevator to the 5th floor
- Traffic control, parking and work/storage space (including space for two 40 ft containers) shall be provided by SMC as outlined in a Project Parking and Logistics Guideline to be developed by SMC.
- Access to electrical or structural drawings as required.
- Coordination of building permits and inspections with County Planning & Building Staff.

Project Schedule

The schedule for execution of the project follows on the next page. This schedule is based upon the contract award date and will shift day for day if the contract award date is delayed.

San Mateo County Government Center

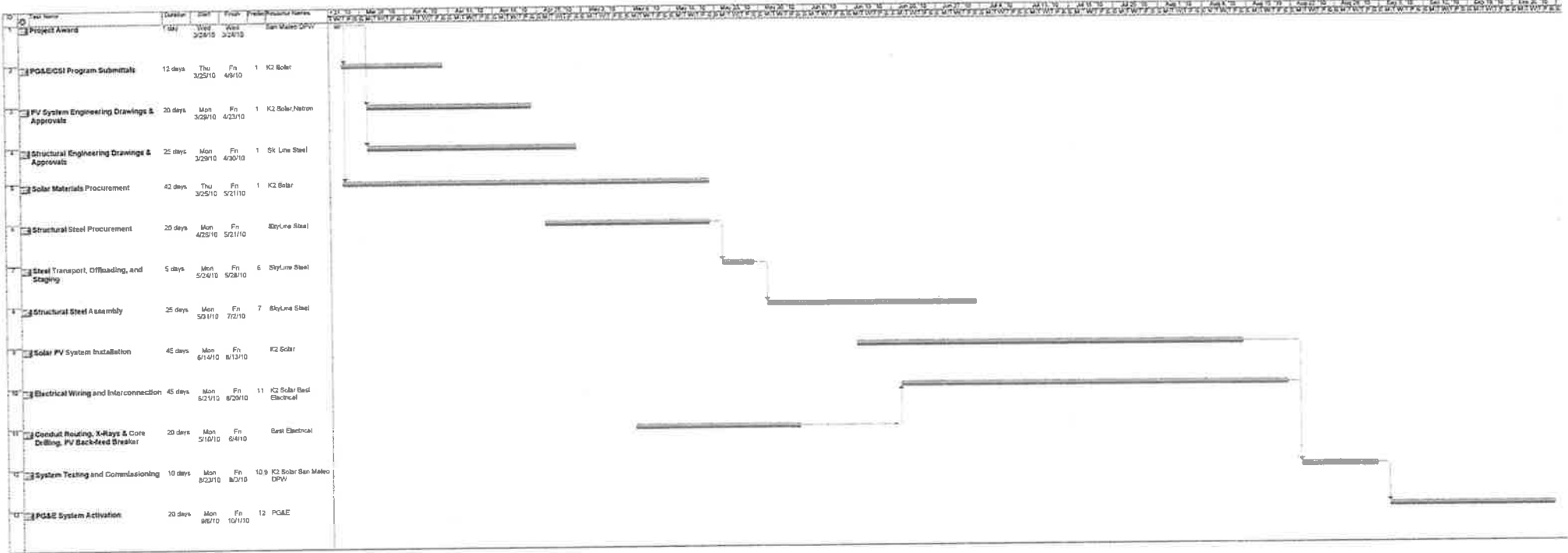


EXHIBIT B - PAYMENTS & RATES

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

PAYMENT TERMS

Materials Schedule	Value
Solar Panels- Sharp 235W	\$ 1,406,132
Inverter- AE Solaron	\$ 137,049
Structural Steel- Box Beam	\$ 345,263
Combiners, DC Disconnects, & Subcombiners	\$ 78,947
Electrical Materials	\$ 126,316
Monitoring System	\$ 34,399
	\$ 2,128,106

Non-Materials Balance	%	Value
Approved PV System Drawings	10%	\$ 59,721
Approved Structural Steel Drawings	5%	\$ 29,860
Structural Steel installation	30%	\$ 179,163
50% solar panels installed	15%	\$ 89,581
100% of solar panels installed	15%	\$ 89,581
Electrical Installation from combiners to inverter	15%	\$ 89,581
Final AC interconnection & Customer Acceptance	10%	\$ 59,721
	100%	\$ 597,208

Total Project Cost	\$2,725,315
---------------------------	--------------------

All payments due net 30 days upon invoice after which a 1%/month carrying charge applies.
 All materials invoiced upon delivery (may be to off-site storage if space is not available).
 Solar panel deliveries may be partial shipments and invoices.

Labor Rates

Classification	Time & Material Labor Rate (\$/hr)		
	Normal	Time&1/2	2X Time
Project Superintendent	\$ 110.68	\$ 145.39	\$ 180.19
PV Installer	\$ 73.56	\$ 96.27	\$ 118.97
Iron Worker	\$ 108.90	\$ 144.84	\$ 193.10
Electrician	\$ 148.83	\$ 203.28	\$ 260.15

These labor rates shall be utilized for any approved scope changes which will be charged at a time and materials cost basis.



GUARANTEE FOR San Mateo Solar Genesis Project, (P6Y26)
County Center Parking Garage, Redwood City, CA 94063

We Alliance Roofing Company, Inc. hereby guarantee 363.8 KW DC Solar Photovoltaic System beginning upon issuance of a notice of completion for one (1) year in accordance with the Contract Documents.

We agree to repair or replace to the satisfaction of the Owner 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 seven calendar days after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have the defects repaired and made good at our expense, and will pay the costs and charges therefore immediately upon demand.

I hereby certify that I am authorized to sign this document.

Date _____

K2 Solar, Inc. (Subcontractor)

Steve Tsu - President / CEO

Date _____

Alliance Roofing Company Inc. (Contractor)

Ron Park - Project Manager



**COUNTY OF SAN MATEO
WASTE MANAGEMENT PLAN
FOR COUNTY FACILITIES**

Building or Facility Number:
Parking Structure (F99079)

Project Address:
Street 400 Middlefield Road
City Redwood City, CA 94063

SUBMIT TO:

County Facility Recycling Program
Public Works Department – RecycleWorks
555 County Center, 5th Floor
Redwood City, CA 94063

INFORMATION AND SUPPORT:

www.RecycleWorks.org/smco
1-888-442-2666

SECTION ONE: APPLICATION

This Waste Management Plan (WMP) must be completed and submitted for review.

STEP 1: PROJECT INFORMATION – FILL OUT THE FOLLOWING INFORMATION

Project Manager: Kevin Armstrong Phone Number: 650-599-1493
 Contractor: Alliance Roofing Company / K2 Phone Number: 408-261-2657
 Consultant(s): _____ Phone Number: _____
 Estimated Start Date: May 1, 2010 Estimated End Date: October 1, 2010
 Project Type(s): New Construction Remodel Addition Demolition
 Project Square Footage: 27,500 sf
 Project Description: Installation of carports and solar panels on top level of County Center Parking Structure.

STEP 2: WASTE MANAGEMENT REQUIREMENTS

According to Resolution 068475:

1. County Departments and their contractors involved in demolition, renovation, or construction of County facilities shall divert as much waste as possible from going to landfills through waste reduction, deconstruction, reuse and recycling.
2. Departments with anticipated projects will work closely with the Department of Public Works (RecycleWorks Program staff) to develop and implement a waste management plan for projects involving County-owned facilities.
3. Deconstruction and reuse of materials is hereby approved as an option that may be pursued as a waste reduction option prior to the demolition of usable materials.

STEP 3: RECYCLING CONSTRUCTION AND DEMOLITION DEBRIS – ANSWER THE QUESTIONS AND FILL OUT THE TABLE BELOW.

SALVAGE:

What materials will be salvaged? Steel beams from existing trellis structure

Salvage Company (if applicable): Skyline Steel

How will this be documented? Receipt of materials by Skyline

REUSE:

What materials will be reused onsite? Existing light fixtures will be kept by SMC FM&O for reuse onsite at later time.

How will this be documented? Receipt of materials by SMC FM&O

MATERIAL TRANSPORTATION:

Will you be using a hauling company, debris box company or hauling the material yourself? (Check one.)

Hauler Debris Box Self-haul

If using a hauling or debris box company, which company? To be determined later

WASTE MANAGEMENT PLAN:

Have you met with RecycleWorks Program staff to discuss your Waste Management Plan?

Yes No

The undersigned hereby understands and agrees to comply with the Waste Management Plan for County Facilities and is the authorized agent of this project. All receipts, weight tags and documentation for salvage, reuse, recycling, and disposal must be submitted on completion of project unless otherwise stated by RecycleWorks Program staff. Release of retention funds for this project is contingent upon submission of all receipts and approval of Waste Management Plan Final Report (Section 2).

Applicant Signature  Date 3/24/10

Approved Approved with comments Denied

All original receipts, weight tags and documentation for salvage, recycling, and disposal must be submitted:

On completion of project Other _____

DPW Approval: _____ Date _____

COUNTY OF SAN MATEO

WASTE MANAGEMENT PLAN

Building or Facility Number:
 Parking Structure (F99079)

SECTION TWO: FINAL REPORT APPROVAL

Please complete this section, and submit to the County Facility Recycling Program for final approval no later than 30 days after completion of the demolition or construction project. Noncompliance may delay release of retention funds.

DATE <i>Enter date material delivered to facility</i>	MATERIAL <i>Enter type of material (i.e. wood)</i>	SALVAGED, REUSED, RECYCLED OR DISPOSED <i>Enter what happened to the material</i>	FACILITY <i>Enter the facility materials were brought to</i>	QUANTITY <i>Enter the volumes or quantities of materials (i.e. cu.yd., tonnes, bd. ft.)</i>

- All original receipts or equivalent documentation for salvage, reuse, 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 Signature _____ **Date** _____

Approved
 Approved with comments
 Denied

DPW Approval: _____ Date _____

