CONTRACT
Contracts For Small Construction and Repair Projects

[RMA-YYYY-NNN-XX]

The COUNTY OF SAN BENITO ("COUNTY") and CONTRACTOR's Name, a California Corporation, ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.** This contract shall commence on MM/DD/YYYY, and end on MM/DD/YYYY, unless sooner terminated as specified herein.

2. **Scope of Services.** CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.** In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.** The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Termination.** The number of days of advance written notice required for termination of this contract is 30 .

6. **Insurance Limits.** CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment D.
   (a) comprehensive general and excess public liability and property damage insurance, including vehicle coverage: $ 2,000,000.00
   (b) professional liability insurance: $ N/A
   (c) fire and extended coverage insurance: $ N/A
   (d) all risk builder's risk insurance: $ N/A
   (e) environmental impairment pollution liability insurance: $ N/A

7. **Specific Terms and Conditions.** The rights and duties of the parties to this contract are governed by the specific terms and conditions mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. **Additional Specific Terms and Conditions.** There are no additional provisions to this contract..

9. **General Guidelines.**
   (a) Submit Invoices and (fiscal) inquiries directly to PubwFiscal@sanbenitocountyca.gov
   (b) Include the Contract ID (RMA-YYYY-NNN-XX) and Project ID (CIP99999) in all Invoices

SAMPLE

(c) Send soft copies of Certificates of Liability Insurance directly to PubwFiscal@sanbenitocountyca.gov

10. Information about Contract Administrators. The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

In the case of County, to:
Name: Adolfo R Gonzalez
Title: Public Works Administrator
Address: 2301 Technology Parkway, Hollister, California 9502
Telephone: (831) 636-4170
Email: adgonzalez@sanbenitocountyca.gov

In the case of Contractor, to:
Name:
Title:
Address:
Telephone:
Email:

SIGNATURES

CONTRACTOR:

_____
Name:
Title:
Date: _____

APPROVED BY COUNTY:

_____
Name: Esperanza Colio Warren
Title: County Executive Officer
Date: _____

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

_____
By: Sean Cameron, Deputy County Counsel
Date: _____

SAMPLE

ATTACHMENT A

Scope of Services

Contracts For Small Construction and Repair Projects

CONTRACTOR, for COUNTY'S benefit, shall perform the following Preventative Maintenance Services, for the San Benito County Traffic Signals, according to the following schedule:

A. CONTRACTOR shall perform (SCOPE OF SERVICES)

B. CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor and other services necessary to complete the project in good, workmanlike and substantial manner and to the COUNTY's satisfaction.

C. LICENSING REQUIREMENTS - At all times during the performance of this contract, CONTRACTOR shall possess a current and valid license(s) and/or other applicable certification(s) that may be required to perform the work described above, issued by the State of California, and shall comply with all terms and conditions of such license and certification(s).

END OF ATTACHMENT A

SAMPLE

ATTACHMENT B

Payment Schedule

Contracts For Small Construction and Repair Projects

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced

One month in arrears.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 9 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: a total amount not to exceed AMOUNT for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. BASIS OF COMPENSATION TERMS:

The compensation specified in paragraph [illegible] above shall be comprised of the following rates:

END OF ATTACHMENT B

SAMPLE

ATTACHMENT C
General Terms and Conditions
Contracts For Small Construction and Repair Projects

C-1. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-2. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three-year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.

C-3 TITLE TO DOCUMENTS; COPYRIGHT

All documents, reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR or their officers, agents or employees shall become the property of COUNTY, and shall not be subject to any federal copyright, patent or other intellectual property claim by the CONTRACTOR, subcontractor, their officers, agents or employees. The payment terms specified in Attachment B include the purchase of any federal copyright, patent or other claim to intellectual property that the CONTRACTOR, subcontractor, or their officers, agents or employees may have to any documents, reports or other materials produced in performance of this contract. CONTRACTOR may retain copies of all such documents, reports and other materials exclusively for administrative purposes. Any use of completed or uncompleted documents, reports or other materials for other projects by CONTRACTOR, any subcontractor, or any of their officers, agents or employees, without the prior written consent of COUNTY is prohibited.

C-4. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who will have any financial interest under this contract is an officer or employee of COUNTY.

C-5. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits,

SAMPLE

licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-6. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-7. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-8. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-9. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-10. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-11. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-12. TIMES OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-13. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-14, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

SAMPLE

C-14. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

(a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or

(b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

(c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 9 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, on the same day as the facsimile transmission is made.

C-15. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the parties' employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-16. MATERIALITY.

The parties consider each and every term, covenant and provision of this contract to be material and reasonable.

C-17. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-18. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-19. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-20. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the

SAMPLE

other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-21. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-22. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-23. REDUCTION OF CONSIDERATION

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of the off-set and the reason for the deduction.

C-24. COUNTERPARTS

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C

SAMPLE

ATTACHMENT D
Specific Terms and Conditions

Contracts For Small Construction and Repair Projects

D-1. DEFINITIONS

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

D-1.1 CONTRACT DOCUMENTS - The contract and if applicable, the Invitation for Bids (IFB), Request for Proposals (RFP), Request for Quotations, Request for Qualifications (RFQ), or any other applicable competitive solicitation. All CONTRACT DOCUMENTS are intended to cooperate so that any WORK called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this contract and the applicable competitive solicitation document, and the CONTRACTOR'S bid, proposal, quotation or statement of qualifications, then this contract and the applicable competitive solicitation document shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

D-1.2 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

D-1.3 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

D-1.4 CONTRACTOR - The person, firm, or corporation with whom the COUNTY has executed this contract.

D-1.5 COUNTY - County of San Benito, a political subdivision of the State of California in which the WORK is to be performed.

D-1.6 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the COUNTY'S Contract Administrator to the CONTRACTOR during construction.

D-1.7 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

D-1.8 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

D-1.9 SUBSTANTIAL COMPLETION - That date certified by the COUNTY'S Contract Administrator when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

SAMPLE

D-1.10 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

D-1.11 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

D-2. LICENSING REQUIREMENTS

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Regis[illegible], Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacrament[illegible] California 95826. At all times during the performance of this contract, the CONTRACTOR [illegible]all posses[illegible]a current and **valid Class B or Class C-10 license(s)** issued by the State of Cal[illegible]nia and [illegible]all comply with all terms and conditions of such license(s).

D-3. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWING[illegible]

D-3.1 The CONTRACTOR may be furnished add[illegible]nal instructions a[illegible] detailed drawings, by the COUNTY'S Contract Admini[illegible]or, as necessa[illegible]y to carry out the WORK required by the CONTRAC[illegible]UME[illegible]

D-3.2 The additional drawings and inst[illegible]ions thus [illegible]pplied [illegible]become a part of the CONTRACT DOCUMENTS. Th[illegible]CONTRA[illegible]OR shall carry out the WORK in accordance with the additio[illegible]al deta[illegible]raw[illegible]gs and instructions.

D-4. MATERIALS, SERVICES AND [illegible]LITI[illegible]

D-4.1 It is understood that, except a[illegible]oth[illegible]rise sp[illegible]ifically stated in the CONTRACT DOCUMENTS, [illegible]CONTRA[illegible]TOR [illegible]ll provide and pay for all materials, labor, tools, eq[illegible]me[illegible]wate[illegible]light, power, transportation, supervision, temporary construc[illegible]of an[illegible]re, and all other services and facilities of any nature whatsoever nec[illegible]ry to execute, complete, and deliver the WORK within the sp[illegible]me. All m[illegible]rials shall be new and of merchantable grade, free from de[illegible]t.

D-4.2 Material a[illegible]d e[illegible]ipment shall be stored so as to insure the preservation of their [illegible]ality an[illegible]itness for the WORK. Stored materials and equipment to be incorporated[illegible]n the WORK shall be located so as to facilitate prompt inspection.

D-4.3 M[illegible]nufa[illegible]red articles, materials, and equipment shall be applied, installed, connecte[illegible] erected, used, cleaned and conditioned as directed by the manufa[illegible]rer.

D-4.4 [illegible]ials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the COUNTY'S Contract Administrator. No substitutions shall be permitted from the original specifications, except as provided under the CONTRACT DOCUMENTS, upon the prior approval of the COUNTY'S Contract Administrator, based upon the CONTRACTOR'S specific explanation of functioning and structural characteristics for those details that differ from the specifications.

D-4.5 Materials, supplies, and equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a

SAMPLE

chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

D-4.6 The CONTRACTOR shall bear risk of loss until materials, supplies, equipment or other goods have reached the final F.O.B. Destination point. Thereafter, the COUNTY shall bear risk of loss.

D-5. GOVERNING LAW, JURISDICTION AND VENUE

This contract shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Jurisdiction and venue for any action brought to enforce the terms or provisions of the CONTRACT DOCUMENTS shall be in the state or federal courts situated in and for the County of San Benito, State of California.

D-6 CALIFORNIA LABOR CODE REQUIREMENTS

Unless federal law applies, the CONTRACTOR and all SUBCONTRACTORS shall comply with all state labor requirements applicable to public works projects, including but not limited to Labor Code sections 1720 *et seq.*, 1770 *et seq.* and 1810 *et seq.*. Without limitation, the CONTRACTOR'S and SUBCONTRACTORS' obligations include the following:

D-6.1 Hours of Work:

(a) Eight hours of labor shall constitute a legal day's work upon all WORK done hereunder, and it is expressly stipulated that no workman employed at any time by the CONTRACTOR, or by any SUBCONTRACTOR shall be required or permitted more than eight hours in any one calendar day and/or more than 40 hours in any one calendar week except as provided in section 1815 of the Labor Code, and it is further expressly stipulated that for each and every violation of such Labor Code requirements, the CONTRACTOR shall forfeit, as a penalty to the COUNTY, $50.00 for each workman employed in the execution of this contract by the CONTRACTOR or any SUBCONTRACTOR, for each calendar day during which said workman is required or permitted to labor more than eight hours in any one calendar day or more than 40 hours in any one calendar week in violation of the provisions of such Labor Code requirements.

(b) In accordance with the provisions of the Labor Code, the CONTRACTOR and each SUBCONTRACTOR shall also keep an accurate record showing the names and actual hours worked for all workers employed by the CONTRACTOR or SUBCONTRACTOR in connection with the WORK contemplated by this contract, which record shall be open at all reasonable hours to the inspection of the COUNTY or its officers, agents or employees, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

D-6.2 Apprentice Employment:

(a) Pursuant to the provisions of Labor Code section 1777.5, as amended, the CONTRACTOR or any SUBCONTRACTOR employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of

SAMPLE

Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code section 1777.5 and are available from the applicable Joint Apprenticeship Committee.

(b) The CONTRACTOR and SUBCONTRACTORS shall make contributions to funds established for the administration of the apprenticeship programs if the CONTRACTOR or SUBCONTRACTORS employ registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions.

(c) The CONTRACTOR and SUBCONTRACTORS shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

D-6.3 Wage Rates:

(a) Pursuant to the provisions of Labor Code section 1770 *et seq.*, each laborer or mechanic of the CONTRACTOR or any SUBCONTRACTOR engaged in WORK on the PROJECT under this contract shall be paid not less than the hourly wages of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any SUBCONTRACTOR and such laborers and mechanics.

(b) Any laborer or mechanic employed to perform WORK on the PROJECT under this contract, which WORK is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the WORK to be performed by such laborer or mechanic.

(c) The foregoing specified prevailing wage rates are minimum rates only, and the CONTRACTOR or any SUBCONTRACTOR may pay any wage rate in excess of the applicable rate contained in this contract.

(d) Pursuant to Labor Code section 1775, the CONTRACTOR or SUBCONTRACTOR, as a penalty to the COUNTY, shall forfeit $50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such WORK or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or SUBCONTRACTOR.

(e) An error on the part of the COUNTY does not relieve the CONTRACTOR or any SUBCONTRACTOR from responsibility for payment of the

SAMPLE

prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.

(f) Copies of the applicable prevailing wage rates are on file with the San Benito County Community Services and Workforce Development Department at 1131 San Felipe Road, Hollister, CA 95023, and they are available to any interested party on request.

D-6.4 Certified Payroll: as required under the provisions of Labor Code section 1776, the CONTRACTOR and all SUBCONTRACTORS shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the CONTRACTOR and all SUBCONTRACTORS shall keep accurate payroll records containing the same information:

(a) The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by the CONTRACTOR or SUBCONTRACTOR in connection with the PROJECT.

(b) Certified copies of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR as follows:

(1) certified copies shall be made available or furnished to the CONTRACTOR'S or SUBCONTRACTOR'S employee or the employee's authorized representative upon request.

(2) certified copies shall be made available for inspection or furnished upon request to a representative of the COUNTY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Upon written notice from the COUNTY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations, the CONTRACTOR shall, within ten (10) days of such request, file with the COUNTY a certified copy of the payroll records.

(3) certified copies shall be made available upon request by the public for inspection or copies thereof made, provided, however, that a request by the public shall be made through either the COUNTY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

D-6.5 SUBCONTRACTORS: The CONTRACTOR shall cause clauses identical to those provided in paragraph D-5 of this contract to be included in every subcontract for the WORK performed under this contract.

SAMPLE

D-7. INDEMNIFICATION.

The CONTRACTOR and the COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

D-8. GUARANTEE

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The COUNTY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

D-9. WARRANTY, MANUFACTURER

The manufacturer shall fully warrant all materials and/or equipment furnished under the terms of the CONTRACT DOCUMENTS against poor and inferior quality. While under warranty, the manufacturer shall repair or replace inoperable materials and/or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall be provided for the material and/or equipment provided, detailing the scope and length of the warranty. Where the contract is awarded pursuant to an Invitation for Bids (IFB) and where the CONTRACTOR is also the manufacturer of the materials, supplies or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement.

D-10. WARRANTY, SUCCESSFUL BIDDER

Where the contract is awarded pursuant to an Invitation for Bids (IFB), the CONTRACTOR shall fully warrant all materials and/or equipment furnished and WORK performed under the terms of the CONTRACT DOCUMENTS, awarded pursuant to the IFB, against poor and inferior quality or workmanship, for a period of not less than one (1) year from the date of the final acceptance by the COUNTY. While under warranty, the successful bidder shall promptly repair or replace inoperable material and/or equipment and shall promptly correct inferior or defective work as may be deemed necessary by the COUNTY'S Contract Administrator, in a timely manner to minimize the disruption of County operations. The COUNTY shall give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other work that may be necessary to correct defective or inoperable materials, equipment or WORK, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

SAMPLE

D-11. ASSIGNMENT OF ANTI-TRUST CLAIMS REGARDING PURCHASE OF GOODS, SERVICES OR MATERIALS

The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this contract. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

D-12. BONDS

If required, the CONTRACTOR shall file with the COUNTY the following bonds satisfactory to the COUNTY in the amounts and for the purposes noted. Bonds shall be approved as to form by the COUNTY, duly executed by a responsible corporate surety as principal, authorized to issue such bonds in the State of California, and secured through an authorized agent with an office in California. The CONTRACTOR shall pay all bond premiums, costs and incidentals.

D-12.1 PERFORMANCE BOND: For contracts in excess of $25,000, within ten (10) days of the execution of the contract, the CONTRACTOR shall furnish the COUNTY, at the CONTRACTOR'S expense, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total CONTRACT PRICE.

D-12.2 PAYMENT BOND: For public works contracts in excess of $25,000, within ten (10) days of the execution of the contract, the CONTRACTOR shall furnish the COUNTY, at the CONTRACTOR'S expense, a Payment Bond in an amount equal to one hundred percent (100%) of the total CONTRACT PRICE to guarantee the payment of wages and bills contracted for materials, supplies, or equipment used in the performance of the contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252 inclusive, of the California Civil Code, and Section 13020 of the California Unemployment Insurance Code. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the California Civil Code.

D-13. INSURANCE

13.1 Without limiting the CONTRACTOR'S duty to indemnify the COUNTY, the CONTRACTOR shall comply with the insurance coverage requirements set forth in paragraph 6 of this contract. Required insurance policies shall satisfy the following requirements:

(a) The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under worker's compensation, disability benefit and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

SAMPLE

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

(5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

(b) Each policy shall be issued by admitted insurers rated by A.M. Best Co. as A:VII or higher, by a company authorized by law to transact business in the State of California. Lower rate, or approved but not admitted insurers, may be accepted with the COUNTY'S prior written approval.

(c) Each required policy shall be endorsed by the insurance company (not the agent) to modify the policy to include San Benito County, its officers, agents, and employees as additional insured, and to provide the COUNTY with thirty (30) calendar days prior written notice of cancellation. Additionally, the COUNTY shall be provided written notice at least thirty (30) days in advance of any other change or non-renewal thereof. The insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The COUNTY is not liable for the payment of premiums or assessments on the policy.

(d) The required coverage shall be maintained in effect throughout the term of this contract. No cancellation provisions in the insurance policy shall be construed in derogation of the CONTRACTOR'S continuing duty to furnish insurance during the term of the contract.

(e) These requirements assume that the standard insurance policy forms, terms, and conditions apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the CONTRACT DOCUMENTS depending on the final "Scope of Work".

(f) The CONTRACTOR shall include all SUBCONTRACTORS performing WORK under this contract as insured under its policies or shall require all SUBCONTRACTORS to obtain substantially the identical insurance coverage required of the CONTRACTOR pursuant to this contract and shall provide the COUNTY with Certificates of Insurance for each SUBCONTRACTOR. All coverage for SUBCONTRACTORS shall be subject to all of the requirements stated herein.

SAMPLE

D-13.2 If required by paragraph 6 of this contract, the CONTRACTOR shall procure and maintain in full force and effect, at the CONTRACTOR'S own expense, and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to procure and maintain in full force and effect, at the CONTRACTOR'S or SUBCONTRACTOR'S own expense, during the term of this contract, insurance policies as hereinafter specified, with policy limits of coverage specified in paragraph 6 of this contract:

(a) The CONTRACTOR'S comprehensive general and excess public liability and property damage insurance, including vehicle coverage, issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR, and shall provide an endorsement naming the COUNTY and its officers, agents and employees as additional insureds. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11 85 or CG 20 10 07 04 in tandem with CG 20 37 07 04.**

(b) The CONTRACTOR shall acquire and maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 6 of the contract.

(c) The CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the COUNTY, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or the CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

(d) The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the COUNTY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the COUNTY. The policy shall name the COUNTY as an additional insured.

(e) The CONTRACTOR shall acquire and maintain Environmental Impairment Pollution Liability Insurance upon the PROJECT to the full insurable value thereof for the benefit of the COUNTY, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or the CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT or to repair or remediate environmental damage or pollution.

SAMPLE

(f) The CONTRACTOR shall acquire and maintain automotive liability insurance with liability limits of not less than the amount set out in paragraph 6 of this contract. If the CONTRACTOR elects to deliver products to the COUNTY using a common carrier that is not related to the CONTRACTOR'S business entity, the CONTRACTOR may request waiver of the automobile insurance requirements for delivery by the common carrier.

D-13.3 In accordance with section 3700 of the Labor Code, the CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, worker's compensation insurance, including Employers' Liability limits and occupational disease provisions for all of the CONTRACTOR'S employees at the site of the PROJECT either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. In case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide worker's compensation insurance, including Employer's Liability limits and occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The policies shall be endorsed to waive insurer's subrogation rights against the COUNTY. In case any class of employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under the worker's compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. If the CONTRACTOR or any SUBCONTRACTOR elects to be self-insured, the Certificates of Insurance otherwise required by this contract shall be replaced with a consent to self-insure by the State Director of Industrial Relations. If the CONTRACTOR elects to deliver products to the COUNTY using a common carrier that is not related to the CONTRACTOR'S business entity, the CONTRACTOR may request waiver of the workers' compensation insurance requirements for delivery by the common carrier.

D-13.4 Prior to commencement of WORK by the CONTRACTOR or any SUBCONTRACTOR and prior to any obligation by the COUNTY, the CONTRACTOR shall file Certificates of Insurance acceptable to the COUNTY, showing that the CONTRACTOR and all SUBCONTRACTORS have in effect the insurance required by this contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least 15 days prior written notice has been given to the COUNTY. The CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy that would alter the information on the certificate then on file. In lieu of providing proof of insurance, the CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The CONTRACTOR shall warrant that the CONTRACTOR'S or SUBCONTRACTOR'S self-insurance provides substantially the same protection to the COUNTY as the insurance required herein. The CONTRACTOR further agrees to notify the COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within 15 days of such change.

SAMPLE

D-14. PROTECTION OF WORK, PROPERTY, AND PERSONS

D-14.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

D-14.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures and/or all other necessary safeguards for safety and protection, as may be required during site preparation and construction phases of construction, and shall maintain such safeguards until all WORK is completed. The CONTRACTOR will notify the COUNTY of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts of any of them will be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the COUNTY and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

D-14.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the COUNTY'S Contract Administrator or the COUNTY, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the COUNTY'S Contract Administrator prompt written notice of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

D-14.4 The CONTRACTOR shall replace all items received by the COUNTY that are damaged due to the CONTRACTOR'S negligence. Existing construction, equipment, plantings, etc. damaged by the CONTRACTOR, in the performance of the WORK, shall be replaced or repaired and restored to original condition by the CONTRACTOR.

D-14.5 The CONTRACTOR shall, at all times, keep the premises clean from accumulation of waste materials or rubbish caused by the CONTRACTOR'S employees or WORK and shall remove all resulting WORK debris from the job site.

D-15. INSPECTIONS AND TESTING

D-15.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally

SAMPLE

accepted standards, as required and defined in the CONTRACT DOCUMENTS.

D-15.2 The COUNTY shall provide all inspection and testing services unless specified to be provided by the CONTRACTOR.

D-15.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

D-15.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the COUNTY'S Contract Administrator timely notice of readiness. The CONTRACTOR will then furnish the COUNTY'S Contract Administrator with the required certificates of inspection, testing or approval.

D-15.5 Inspections, tests, or approvals by the COUNTY'S Contract Administrator or others shall not relieve the CONTRACTOR from the obligation to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

D-15.6 The COUNTY'S Contract Administrator will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

D-15.7 If any WORK is covered contrary to the written instructions of the COUNTY'S Contract Administrator it must, if requested by the COUNTY'S Contract Administrator, be uncovered for the COUNTY'S Contract Administrator's observation and replaced at the CONTRACTOR'S expense.

D-15.8 If the COUNTY'S Contract Administrator considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the COUNTY'S Contract Administrator's request, will uncover, expose or otherwise make available for observation, inspection or testing as the COUNTY'S Contract Administrator may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

D-15.9 A pre-final inspection of the WORK will be made by the COUNTY'S Contract Administrator and project inspector. This inspection shall be made as soon as practical after the CONTRACTOR has notified the COUNTY in writing that the WORK is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the WORK as being substantially complete and prior to filing of the Notice of Completion.

SAMPLE

D-15.10 A final inspection of all the WORK will be made by the COUNTY'S Contract Administrator and the CONTRACTOR prior to acceptance of the WORK.

D-15.11 Forty-eight hours prior to WORK being accomplished, the CONTRACTOR will notify the COUNTY'S Contract Administrator of the proposed working hours to accomplish the WORK for that day. Work may be accomplished on weekends or holidays only if the CONTRACTOR provides prior notification, the COUNTY'S Contract Administrator approves the request, and the CONTRACTOR pays for the additional amount for holiday or overtime inspection costs beyond the normal hourly inspection rates for weekdays.

D-16. SURVEYS, PERMITS, AND REGULATIONS

D-16.1 The COUNTY shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the COUNTY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe location and other working points, lines, elevations and cut sheets.

D-16.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

D-16.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise specified. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the COUNTY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the COUNTY'S Contract Administrator in writing and any necessary changes shall be adjusted as provided in paragraph D-25 of this contract.

D-17. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the COUNTY harmless from loss on account thereof, except that the COUNTY shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified; however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the COUNTY'S Contract Administrator.

D-18. SUPERVISION BY CONTRACTOR; INDEPENDENT CONTRACTOR

D-18.1 The CONTRACTOR will supervise and direct the WORK. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences and

SAMPLE

procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

D-18.2 The CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to the COUNTY and not officers or employees of the COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of the COUNTY. The CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. The CONTRACTOR further represents to the COUNTY that the CONTRACTOR has no expectation of receiving any benefits incidental to employment.

D-19. SUBCONTRACTING

D-19.1 The CONTRACTOR may utilize the services of specialty subcontracts on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

D-19.2 The CONTRACTOR shall award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the COUNTY.

D-19.3 The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

D-19.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the COUNTY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

D-19.5 Nothing contained in this contract shall create any contractual relation between any SUBCONTRACTOR and the COUNTY.

D-20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the COUNTY and others relating to or arising out of this WORK. Any payment shall not release the CONTRACTOR from any obligations under the CONTRACT DOCUMENTS.

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D-21. CHANGES IN THE WORK

The COUNTY may, at any time, as the need arises, order changes within the scope of the WORK without invalidating this contract. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by a written change order.

D-22. CHANGES IN CONTRACT PRICE

D-22.1 All changes, which affect the cost or time of the construction of the PROJECT, must be authorized by means of a written change order. The change order will include extra WORK, WORK for which quantities have been ered from those shown in the bidding schedule, as well as decreases or incr es in the quantities of installed units which are different than those shown the biddi schedule because of final measurements. All changes should recorde on a change order as they occur. Each change order must contain mp e and det ed justification for all items addressed by the change order. Al nge orde must be approved in writing by the COUNTY prior to execution of WO by the CONTRACTOR.

D-22.2 The value of any WORK covered by a change r or of any laim for increase or decrease in the CONTRACT PRIC e det ined b e or more of the following methods in the order of ecedenc listed b w:

(a) Unit prices previously a roved.

(b) A negotiated total ice wi l osts for materials and labor outlined by the CONTRACTO s a ma up item for overhead and profit limited to a maximum 15 rc of the tlined costs for the CONTRACTOR doing the WORK, a d a ximum of an additional 5 percent for the prime NTRACTO if he WORK is performed by any SUBCO RA OR.

D-23. RESOLUTION OF CONS UCTI N CLAIMS

D-23.1 Claim mea separate d and by the CONTRACTOR for (a) a time extension, (b) pay ent of or damages arising from WORK done by, or on behalf of the CO RA OR, pursuant to this contract, payment not otherwise expressly provided contract, or (c) any separate demand by the CONTRACTOR, the amount o hich is disputed by the COUNTY. If this is a "public project" as d in s tion 20150.2 of the California Public Contract Code, claims shall be esolve pur uant to sections 20104 *et seq.* of the California Public Contract Code. These s tions are summarized as follows:

(a) For claims less than $50,000, the COUNTY shall respond in writing to all written claims within forty-five (45) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the COUNTY may have against such claim. The COUNTY'S written response to the claim, as further documented, will be submitted to the CONTRACTOR within fifteen (15) days from receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater.

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(b) For claims over $50,000 and less than or equal to $375,000, the COUNTY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the COUNTY may have against such claim. The COUNTY'S written response to the claim, as further documented, will be submitted to the CONTRACTOR within thirty (30) days from receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater.

(c) If the CONTRACTOR disputes the COUNTY'S written response, or the COUNTY fails to respond within the time specified, the CONTRACTOR may notify the COUNTY in writing within either fifteen (15) days of receipt of the COUNTY'S response, or within fifteen (15) days of the COUNTY'S failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the COUNTY shall schedule a meeting and confer conference within thirty (30) days for settlement of the dispute.

(d) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim pursuant to Government Code Section 900, et seq. The period of time within to file such a claim shall be defined in Public Contract Code Section 20104.2(e).

D-23.2 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims that have been waived by the making and acceptance of final payment, as provided by paragraph D-[illegible] this contract, may be decided by arbitration or mediation pursuant to section 20[illegible] of the Public Contracts Code.

D-24. CORRECTION OF WORK

D-24.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the COUNTY'S Contract Administrator or the COUNTY for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the COUNTY and shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

D-24.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of written notice, the COUNTY may remove such WORK and store the materials at the expense of the CONTRACTOR.

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D-25. TAXES

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

END OF ATTACHMENT D

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