

CONTRA COSTA COUNTY
NEIGHBORHOOD PRESERVATION PROGRAM

GENERAL CONDITIONS

1. The sum set forth in the Agreement for Structure Rehabilitation ("Agreement") shall be full payment for furnishing all labor, materials, tools, permits, equipment, inspection, and incidentals necessary to complete the work described in the Deficiency List of items to be corrected. The scope of work is limited to those items identified in the Deficiency List and cost of the work shall not exceed the total amount.
2. Work shall be commenced within ten (10) days after the signing of the Agreement and shall be diligently pursued and completed within forty-five (45) calendar days.
3. The contractor shall make prior arrangements with the owner for schedule of work dates and daily starting and quitting times before commencing the work. The work shall proceed on schedule without delay, with the least possible interference and interruption of the normal home activity of the owner.
4. All contractor personnel shall be provided with adequate identification for owner's inspection upon request.
5. The contractor shall provide adequate supervision for the work being performed. The contractor shall carefully study and compare all drawings, specifications and other instructions as they apply to the proposed work and shall at once report to the Building Inspection Division any error, inconsistency or omission in the Agreement documents.
6. **NO EXTRA WORK SHALL BE AUTHORIZED OR CHANGES MADE UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE BUILDING INSPECTION DIVISION AND COUNTERSIGNED BY THE OWNER.**
7. The Building Inspection Division may extend the time for performance of the work. Extensions shall be granted for any delay in the work caused by any act or neglect of owner, including owner's refusal or failure to allow the contractor reasonable and sufficient access to the property, by strikes, lockout, unavoidable casualties, or by any cause beyond the contractor's control. No such extension shall be made for delay unless a request for said extension is made in writing to the Building Inspection Division at least seven days before the date said extension is proposed to commence.
8. **CONTRACTOR'S STATE LICENSE BOARD.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, California 95826.
9. **PAYMENT SCHEDULE.**
 - a. Payment shall be made in the increments and upon the completion of the percentages of work as shown on Appendix A, attached hereto and incorporated herein by this reference.
 - b. The first two increments shall be authorized by the Building Inspection Division upon acceptance of the work by the Building Inspection Division.
 - c. The third increment shall be authorized upon completion of the work and acceptance thereof by the owner or the Building Inspection Division, as herein provided. Completion of the work shall be determined by a final inspection and acceptance by the Building Inspection Division, provided the contractor files an affidavit as proof of payment for all labor and materials used in the erection and completion of the work. Upon acceptance of the work as complete, the Building Inspection Division shall notify the owner that the work is complete, and the owner may authorize payment. If the owner fails to authorize payment within 15 days of the Building Inspection Division's notification of completion, the Building Inspection Division may authorize payment. All payments shall be issued to the contractor. The Building Inspection Division may at time of final inspection in lieu of disapproving the work withhold payment in addition to the 20% (4th increment) for work that was not done or corrected to conform to the contract. Any amount withheld will be based on an estimate provided by the contractor. If the contractor fails or refuses to provide this estimate, the Building Inspection Division shall provide the estimate.
 - d. The fourth increment shall be paid 35 days after the date of recording the Notice of Completion provided 1) no liens or claims have been filed or made against the property for labor, materials or supplies furnished under the contract, 2) no evidence exists that the work has developed any deficiencies, and 3) the owner has accepted the work as complete by authorizing the fourth increment.

Neither the final certificate nor payment will negate the guarantee stated in Article 5 of the Contract.

10. Prior to contract, the contractor shall at no cost to County or owner, obtain and maintain during the term hereof, Comprehensive Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000.00 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof arising out of each accident or occurrence. Contractor shall furnish evidence of such coverage, naming County, its officers, agents, and employees and owners as additional insureds, and requiring 30 days written notice of policy lapse or cancellation. Contractor shall also furnish the Building Inspection Division a certificate of Worker's Compensation Insurance issued by an admitted insurer.

11. Temporary substitute electrical power, heat, water and sanitation shall be provided when those facilities are made inoperative for more than an 8-hour period of time.

12. If either party should suffer damage in any manner because of the wrongful or negligent act of the other party, the injured party shall be reimbursed by the other party for such damage. The contractor shall be responsible for protecting owner's property from damage caused by work done under the Agreement and shall repair any such damage that occurs.

13. The County of Contra Costa, its officers, agents and employees shall not in any way or manner be answerable or suffer loss, damage, expenses or liability for any loss or damage that may happen to said work, or any part thereof, or in or about the same during its execution and before acceptance, and contractor shall assume all liabilities of every kind or nature arising directly or indirectly from the work, either by accident, negligence or any cause whatever; and shall defend, indemnify and hold the County of Contra Costa, its officers, agents, and employees, and owner, harmless from all claims and liability of every kind and nature existing from accident, negligence or any cause whatever and does agree to defend owner from any allegations or responsibility for any such liability.

14. It is expressly stipulated that Sections 1810 through 1815, inclusive, of the Labor Code of California, and all the provisions thereof are deemed to be incorporated herein and shall apply to all workers employed at any time by the contractor or by any subcontractor or subcontractors under the Agreement, upon any part of the work contemplated by the Agreement.

The contractor and each subcontractor shall keep or cause to be kept, an accurate record showing the names and occupations of all laborers, workers and mechanics employed in connection with the execution of this Agreement and any subcontracts thereunder, and showing also the actual per diem wages paid to each of such laborer's, workers and mechanics, which record shall be open at all reasonable hours to the inspection of owners, the County, the County's officers, agents, employees and to the Division of Labor Law Enforcement.

A list of proposed subcontractors must accompany the bid and proposal.

15. PROHIBITION OF AND ELIMINATION OF LEAD-BASED PAINT HAZARD. Notwithstanding any other provisions, the contractor agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and any others issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally-assisted construction or rehabilitation and require the elimination of lead based paint hazards. Every contractor or subcontractor, including painting, pursuant to which such Federally-assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

(Contractor's Signature)

DATE

APPENDIX A

PAYMENT SCHEDULE

<u>Increments</u>	<u>Status of Job</u>
1st - 27%	33%
2nd - 26%	67%
3rd - 27%	100%
4th - 20%	35 days after date of recording of <u>Notice of Completion</u>

W./REHAB/GENERAL CONDITIONS
REVISED 4/1/2003