

**COUNTY CONTRACT NUMBER XXXXXX**  
**MASTER AGREEMENT WITH XXXX**  
**FOR AS-NEEDED GENERAL CONTRACTOR SERVICES**  
**HOME HARDENING (MOBILE/MANUFACTURED HOMES)**

This master agreement ("Master Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and ***[/# enter full title of legal entity, type of entity and location (e.g. "a Delaware corporation," "a California limited liability company"), located at (complete address)]*** ("Contractor"). For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement.** The Master Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, Exhibit C Federal Terms and Conditions/FEMA Required Provisions and the tri-party agreement(s) executed pursuant to this Master Agreement, if any. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1<sup>st</sup>) Exhibit C Federal Terms and Conditions/FEMA Required Provisions; Second (2<sup>nd</sup>) this document; Third (3<sup>rd</sup>) Tri-Party Agreement; Fourth (4<sup>th</sup>) Exhibit A Statement of Work and fifth (5<sup>th</sup>) Exhibit B Insurance Requirements.

2. **Term.** The term of this Master Agreement shall begin on the date of the last signature and end on September 30, 2028.

**Options to Extend for One to Six Additional Months at End of Agreement.** County shall have the option to extend the term of this Master Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Master Agreement.

3. **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Master Agreement. Contractor shall perform all work under this Master Agreement in strict conformance to the tri-party agreement(s) executed pursuant to this Master Agreement.

4. **Payment.** County agrees to pay Contractor the sum set forth in any tri-party agreement(s) executed pursuant to this Master Agreement a sum not to exceed five million dollars (\$5,000,000.00) ("Maximum Agreement Amount").

Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown below.

<b><i>Initial Term</i></b>	<b><i>Date of Last Signature - 9/30/2024</i></b>
<b><i>First Option Period</i></b>	<b><i>10/1/2024– 9/30/2025</i></b>
<b><i>Second Option Period</i></b>	<b><i>10/1/2025 – 9/30/2026</i></b>
<b><i>Third Option Period</i></b>	<b><i>10/1/2026 – 9/30/2027</i></b>
<b><i>Fourth Option Period</i></b>	<b><i>10/1/2026 – 9/30/2028</i></b>

County agrees to pay Contractor the sum set forth in any tri-party agreement(s) executed pursuant to this Master Agreement.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the tri-party agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check to Contractor.

5. **Contractor as Independent Contractor.** Contractor is, for all purposes of this Master Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Master Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

6. **Prompt Payment for Vendors and Subcontractors.**

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- a. Unless otherwise set forth in this section 6, Contractor shall promptly pay all subcontractors for satisfactory performance of work required by this Master Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the subcontractor(s) that performed the work.
  - b. If Contractor determines that any payment otherwise due such subcontractor is subject to withholding in accordance with a subcontract, Contractor shall:
    1. Provide written notice to the subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the subcontractor in order to receive payment of the amounts withheld; and
    2. Reduce the subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 6.b.1. above.
  - c. Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a subcontractor for failure to satisfactorily perform work in a manner required by this Master Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the subcontractor has cured the basis for withholding.
7. Sales and Use Tax. On invoices, Contractor shall show any sales or use tax as separate items, giving permit number authorizing collection of use tax. Contractor shall deduct any cash discount before computing sales or use Tax.
8. Contracting Officer. The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Master Agreement ("Contracting Officer").
9. Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's representative designated below (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

FOR COUNTY:	FOR CONTRACTOR:
#Name and Title #Address #Address #Phone, FAX, and email  Above contact is designated as the Contracting Officer's Representative for this Master Agreement ("COR").	#Name and Title #Address #Address #Phone, FAX, and email  Above contact is designated as the Contracting Officer's Representative for this Master Agreement ("COR").

10. Compliance with Laws. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws, and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
11. County Policies and Requirements. Without limiting Section 10 above, Contractor shall specifically comply with the following, as applicable:
- a. Board of Supervisors Policy A-79, Interlocking Directorates
  - b. Board of Supervisors Policy A-120, Zero Tolerance for Fraudulent Conduct in County Services
  - c. Board of Supervisors Policy B-67, Environmentally Preferable Procurement
  - d. Board of Supervisors Policy C-25, County of San Diego Drug and Alcohol Use Policy
  - e. Section 32.801, et seq. of the San Diego County Code of Regulatory Ordinances, Prohibitions of AIDS Discrimination
  - f. Article IIIk (Section 84, et seq.) of the San Diego County Administrative Code, Affirmative Action Program for Vendors

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12. Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Master Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Master Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
13. Lobbying. Contractor shall comply with the lobbying ordinances of the County and ensure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Master Agreement, none of the funds provided under this Master Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Master Agreement.
14. Americans With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
15. Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Master Agreement.
16. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of work hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any work hereunder.
17. Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Master Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
18. Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
19. Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 121.
20. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Master Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify

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the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this Section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

21. Debarment, Exclusion, Suspension, and Ineligibility. Contractor certifies that, to the best of its knowledge and except as disclosed to County and acknowledged in writing by County prior to the execution of this Master Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- a. Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency;
  - b. Have not within a 3-year period preceding this Master Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
  - c. Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above;
  - d. Have not within a 3-year period preceding this Master Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

Contractor shall have an ongoing duty during the term of this Master Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section on an ongoing basis. Such disclosure shall be made in writing within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

22. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Master Agreement. The Contractor shall not employ any person having any such interest in the performance of this Master Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Master Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Master Agreement
23. California Political Reform Act and Government Code Section 1090, Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
24. Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- a. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
  - b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
  - c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and

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- d. Profit making firms or businesses in which the former employees described in subsection c. serve as officers, principals, partners, or major shareholders.

Contractor certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above during the term of this Master Agreement.

25. Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Master Agreement or the work covered by this Master Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this Section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Master Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Master Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this Section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

26. Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the performance of work the insurance as specified in Exhibit B and any additional requirements as may be specified in any tri-party agreement(s). Evidence of insurance and any other documents or notices required to be provided to County shall be submitted to the COR or as instructed by the COR. The provisions of Section 25 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this Section.
27. Maintenance of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Master Agreement, including all records of costs charged to this Master Agreement during the term of this Master Agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Master Agreement, (ii) for records that relate to litigation or the settlement of claims arising out of the performance of this Master Agreement, three (3) years after such litigation or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Master Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
28. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

Authorized federal, State and County representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Master Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Master Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Master Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in Government Auditing Standards, published for the United States General Accounting Office.

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29. Termination for Convenience. The County may, by written notice stating the extent and effective date, terminate this Master Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor, as full compensation for work performed in accordance with the terms of this Master Agreement until such termination:
- a. The unit or pro rata price for any delivered and accepted portion of the work.
  - b. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the work, provided compensation hereunder shall in no event exceed the total price.
  - c. In no event shall the County be liable for any loss of profits, or any other consequential damages related to the work or portion thereof so terminated.
  - d. County's termination of this Master Agreement for convenience shall not preclude County from changing the termination to a default, as set forth in Section 30 of this Master Agreement, nor from taking any action in law or equity against Contractor for:
    - i. Improperly submitted claims, or
    - ii. Any failure to perform the work in accordance with the Statement of Work, or
    - iii. Any breach of any term of condition of the Master Agreement, or
    - iv. Any actions under any warranty, express or implied, or
    - v. Any claim of professional negligence, or
    - vi. Any other matter arising from or related to this Master Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
30. Termination for Default. The County may, by written notice of default to the Contractor, terminate this Master Agreement in whole or in part, should the Contractor fail to make satisfactory progress, fail to perform within the time specified, or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the Contractor shall be liable for the difference between the prices set forth in this Master Agreement and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.
- If, after notice of termination of this Master Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 29 Termination for Convenience.
31. Full Cost Recovery of Investigation and Audit Costs. Contractor shall reimburse County (by direct payment or County withholding of payment, at County's sole discretion) for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of this Master Agreement.
32. Disallowance. In the event the Contractor receives payment for work under this Master Agreement that is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.
33. Warranty. Contractor agrees that any goods and/or services furnished under this Master Agreement shall be covered by the most favorable commercial warranties Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this Master Agreement or by any applicable Uniform Commercial Code warranties.
34. Assignment. This Master Agreement is assignable by County. Except as to any payment due hereunder, this Master Agreement is not assignable by Contractor without written approval of County.
35. Reserved.
36. Changes. Changes to this Master Agreement may only be made by Change Order or amendment. No other modification of this Master Agreement shall be valid. The Contracting Officer may at any time, by written order, make changes within the general scope of this Master Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Master Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both. The County and Contractor may modify this Master Agreement by written amendment signed by the Contracting Officer and Contractor.

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37. Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Master Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition.
38. Governing Law. This Master Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
39. Time. Time is of the essence for each provision of this Master Agreement.
40. Prevailing Wage. Work to be performed by Contractor in accordance with this Master Agreement is a “public work” under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Master Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Master Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at [www.dir.ca.gov](http://www.dir.ca.gov). Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at [www.access.gpo.gov](http://www.access.gpo.gov).

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Master Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- a. If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- b. Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
- c. If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
- d. Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;
- f. In accordance with 40 USC § 3143, all or part of this Master Agreement may be terminated for failure to pay the required prevailing rate of wages;
- g. In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to [CMU@dir.ca.gov](mailto:CMU@dir.ca.gov); and
- h. Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Master Agreement. This project is a “public work” in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Master Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

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**FOR AS-NEEDED GENERAL CONTRACTOR SERVICES**  
**HOME HARDENING (MOBILE/MANUFACTURED HOMES)**

IN WITNESS WHEREOF, County and Contractor execute this Master Agreement effective as of the date of the last signature below. The person(s) signing this Master Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Master Agreement.

**CONTRACTOR:**

By: **{{ Sig\_es\_ :signer1:signature:font(size=12 ) }}**  
Name: {{N\_es\_ :signer1:fullname }}  
Title: {{\*Ttl1\_es\_ :signer1:title }}  
Email: {{Em\_es\_ :signer1:email }}  
Date: {{Dte\_es\_ :signer1:date}}

**COUNTY OF SAN DIEGO:**

JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

By: **{{ Sig\_es\_ :signer3:signature:font(size=12 ) }}**  
Name: {{N\_es\_ :signer3:fullname }}  
Title: {{\*Ttl3\_es\_ :signer3:title }}  
Date: {{Dte\_es\_ :signer3:date}}

By electronically signing this document, all parties accept the use of electronic signatures.

**{{transstamp2\_es\_ :transactionid}}**