

## 7. CONTRACTOR SUBMITTALS

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to the County Manager.

## 8. INVOICES FOR PAYMENT

Invoices for monthly progress payments will be accepted and reviewed by the Project Engineer. Pay requests shall be submitted by the 5<sup>th</sup> day of each month. Each pay request shall be accompanied by two copies of invoices to the Project Engineer.

The Project Engineer shall review the work completed to date, relative to the pre-determined schedule, and if acceptable, he will make a recommendation for payment. Progress payments will be made within 20 days following submission of an approved pay request, subject to 10% retainage.

The final pay request shall include a notarized contractor's affidavit, which shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full." Final payment will be made upon acceptance of the work by the County, based on the Project Engineer's review of the work and recommendation.

## 9. CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from construction debris and rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner. **The Contractor shall be responsible for disposal charges for soil excavated from beneath the floor slab and his own construction debris.**

## 10. GUARANTEE (REVISED)

The contractor shall unconditionally guarantee materials and workmanship against defects ~~arising from faulty materials, faulty workmanship or negligence~~ for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. Used equipment (i.e., scales) may not carry a warranty.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of final acceptance, in accordance with applicable law. Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

## 11. EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified