



**Shasta County Department of Support Services**  
Purchasing Division  
1450 Court Street, Suite 348  
Redding, CA 96001

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**REQUEST FOR INFORMATION (RFI) TO PROVIDE  
Hazardous Tree Removal Services**

RFI Number	<b>21-25</b>
Release Date	April 16, 2021
Questions Deadline	April 30, 2021 at 2:00 PM
Link to Questions & Answers	<a href="#">Questions/Answers linked here.</a>
<b>RFI Closing Date</b>	May 14, 2021
<b>RFI Closing Time</b>	<b>2:00 PM</b>
Hard Copy Submittal Location	Shasta County Department of Support Services Purchasing Division 1450 Court Street, Suite 348 Redding, CA 96001
Electronic Submittal Address	<a href="#">Via Public Purchase Linked Here</a>
RFI Contact	Tommy Talkington Agency Staff Services Analyst - Confidential (530) 225-5093 <a href="mailto:trtalkington@co.shasta.ca.us">trtalkington@co.shasta.ca.us</a>

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**REQUIREMENTS FOR SUBMITTALS**

- Responses may be submitted either on paper or electronically.
- Response must include: one (1) original and three (3) copies in hard-copy form or one (1) electronic PDF version of the Quote.
- Response must be submitted in a sealed envelope and clearly marked “Response to RFI 21-25”. If submitting electronically, please title the PDF “Response to RFI 21-25”.
- Response must be signed, dated, and received by the Purchasing Division either physically or electronically by the RFI Closing date and time stated above. Late submittals will not be considered.
- Responses received via fax and email will not be considered.

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## I. OVERVIEW

### A. Introduction

The County of Shasta, through its Department of Support Services, Purchasing Unit, invites responses to a Request for Information (RFI) to provide Hazardous Tree Removal and Contractor Services.

### B. Definitions

For the purposes of this RFI process, the following definitions apply:

- Consultant/Contractor means the person(s) or entity(ies) who/that enters into a Contract to provide Hazardous Tree Removal Services.
- Contract means the written agreement between the County and any Responder selected to provide the Hazardous Tree Removal Services.
- County Business Days means Monday through Friday except County holidays as designated by the Shasta County Board of Supervisors.
- County Business Hours means 8:00 a.m. to 5:00 p.m., Pacific Standard Time, during County Business Days.
- Letter of Interest (“LOI”) means the written submission to the County in response to this RFI.
- Request for Information (“RFI”) means this invitation to submit a LOI to provide the Hazardous Tree Removal and Contractor Services.
- Responder means any person or entity submitting a LOI.

In the event any defined term is used in this RFI that is not defined in this document, the defined term shall have the meaning attributed to it in the Contract.

### C. Background and Purpose

The County of Shasta applied for 2019 CalHOME Disaster Assistance Program funding through the State of California Department of Housing and Community Development. This funding was awarded on January 27, 2020 in the amount of \$3,600,000 to assist qualified low-income homeowners who experienced home loss in the 2018 in the California Wildfires (DR-4382).

The purpose of this RFI is to establish a qualified sourcing group of tree removal companies to assist homeowners who have been determined eligible for hazardous tree removal assistance under the CalHOME Disaster Assistance Program. Shasta County program staff will act as a liaison between the homeowner, the Contractor, and the County. Any and all contractual arrangements will be between the homeowner and the Contractor.

#### **D. Loan Funding Structure**

The County anticipates assisted homeowners who are eligible to receive loans, not to exceed \$150,000, for the purpose of removing hazardous trees on property affected by the 2018 wildfires in Shasta County. Loans may be used for permits, tree removal, site work and any other ancillary service required in the process.

Funds will be released to the Contractor as 'progress payments' upon successful completion of defined stages of work completed, with the final 10% being paid 35 days after satisfactory completion of the site work. Payment will not be made until all work is inspected and deemed satisfactorily completed.

All loan agreements will be between the Homeowner and the Shasta County Department of Housing and Community Action. All construction agreements will be between the Homeowner and the Contractor.

CalHOME Disaster Assistance Program funding is for a 3-year term. Future work volume is largely dependent upon future grant and funding conditions. No specific degree of effort is guaranteed under the program as a whole, or to any one specific vendor under the program.

#### **E. Process Overview**

Interested and eligible Contractors/Companies will be placed on a list of Qualified Contractors which will be made available to participating homeowners.

Qualified Contractors/Companies will be asked to provide a written bid or quote for inspection, removal, disposal, permitting and any other related project costs shall not exceed \$150,000.

Homeowners will select a Contractor/Company. The Contractor and Homeowner will enter into a Contract for the provision of the work requested.

All work completed shall be detailed in the actual construction agreement and there will be no additional charges beyond what is included in that agreement.

## F. Contractor Requirements Overview

Contractor must hold, in good standing, a Contractor State Licensing Board classification of C-61/D-49 – Tree Service Contractor.

Contractors must agree to binding arbitration in accordance with the California Arbitration Law and Rules of the American Arbitration Association, and agree to comply with the California State Labor Code, Equal Opportunity Provisions, State Non-Discrimination Clauses, and Federal Labor Standards Provision. See **EXHIBIT A**, a sample draft **Proposal and Contract, with Attachments**. For the purposes of this RFI, no contract awarded will be subject to prevailing wage requirements.

The Contractor shall perform all work in a timely and workmanlike manner, acting in good faith to the Homeowner. The Contractor shall maintain the premises in a clean and orderly manner during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise requested by owner and agreed to by the Contractor and the Shasta County program staff.

## II. RFI PROCESS, LETTER OF INTEREST FORMAT & GENERAL INFORMATION

### A. SUBMISSION OF LETTERS OF INTEREST

1. LOIs must be submitted in a sealed envelope, plainly marked “Response to RFI 21-25 Hazardous Tree Removal Services” and must be delivered to the contact specified on the first page of this RFI.
2. LOIs must be received on or before the closing date as specified on the first page of this RFI. Late submissions will not be considered. Each submission must include original and unbound copies as specified on the first page of this RFI. County may, in its sole discretion, determine that a LOI is non-responsive if the proper number of copies are not included and may result in rejection of the LOI. Postmarks, faxes or emails will NOT be accepted.
3. A LOI may be withdrawn by written request received from the Responder prior to the Closing Date.

4. Responder warrants and represents that the information provided for in their LOI will remain unchanged for 90 days after the Closing Date. Responder acknowledges that County will be relying on the information contained in their LOI.

## **B. LETTER OF INTEREST FORMAT & CONTENT**

Each LOI submission must include the following, in the order listed:

1. A Letter of Interest form, **Attachment A**, attached hereto and incorporated herein.
2. A Statement of Experience, **Attachment B**, attached hereto and incorporated herein.
3. Three references, for work performed within the last two years, indicating relevant experience.
4. Describe your current workforce, subcontractor relationships, and proposed timeframes to complete a proposed project.
5. Evidence of a current California Tree Service Contractors State License in good standing with the classification "C-61/D-49". Provide evidence of any additional classifications for which you hold a license. License must not have been suspended or revoked at any time in the last five years.
6. Copies of insurance policies, binders, or certificates evidencing the following insurance coverage:
  - a. Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): \$1,000,000 combined single limit; and
  - b. Workers' Compensation: Statutory levels.

## **C. SELECTION PROCEDURES**

1. Notwithstanding anything to the contrary in this RFI, the County reserves the right to select Qualified Contractors/Companies whose LOI is determined by the County, in its sole discretion, to be in the best interest of the County. The County reserves the right to select one or more Qualified Contractors/Companies as a result of this RFI.
2. Failure to fully comply with all of the requirements of this RFI and to provide all requested information may result in the LOI being rejected and given no consideration. The determination of compliance with the terms and conditions of this LOI will be in the County's sole judgment and its judgment will be final and conclusive.
3. Responder(s) are expected to agree with terms and conditions contained within the sample draft contract, **EXHIBIT B - Proposal and Contract**, attached hereto and

incorporated herein. Rejection of terms and conditions contained within the contract may result in rejection of LOI, at the discretion of County. By submitting an LOI, Responder(s) certify they have read **EXHIBIT B - Proposal and Contract** and have agreed to comply with its terms and provisions.

4. If Responder(s) are selected and placed on a Qualified Contractors List, the County shall issue a written Notice of Intent to each Responder that submitted a LOI. The County shall consider any protest or objection to the Contract award pursuant to this RFI, provided that it is submitted in writing and received by the County's contact person at the address listed in this RFI within 10 calendar days of the date stated on the County's written Notice of Intent. The protest shall indemnify all bases on which the protest is based. Any protest or objection will be considered and resolved by the Director of Support Services, in his or her sole discretion and whose decision shall be final and conclusive. Contract(s) may be executed by the County after the expiration of the time period to protest or object, or after a final decision on any protest or objection, whichever is later.

#### **D. USE AND DISCLOSURE OF LOIs**

1. The County reserves the right to retain all LOIs that are submitted and to use any ideas in a LOIs regardless of whether a LOIs results in a Contract. All LOIs will become the sole property of the County.
2. After the County issues a Notice of Intent, or the County issues a Notice of Termination of RFI, all LOIs and related documents become a matter of public record, with the exception of those parts of a LOIs that are clearly designated as business or trade secrets, as that term is defined by statute, and marked as "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any LOIs, or party thereof, if disclosure is required by the Public Records Act (Government Code section 6250, et. seq.) or pursuant to law or legal process. By submitting a LOIs, a Responder agrees to save, defend, keep, hold harmless, and fully indemnify the County, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the Public Records Act or other law or legal process.
3. Initiation of this RFI does not commit the County to guarantee a Contract with a Responder, to guarantee a Contract with the Responder submitting the least costly LOIs, or to pay any costs associated with the preparation of any LOIs.
4. Notwithstanding any other provisions, the County reserves the right, in its sole discretion to:
  - a. Accept or reject any or all LOIs, or any part(s) thereof;
  - b. Reject any LOIs for failure to submit the LOIs in conformity with the requirements, or the terms and conditions, of this RFI;

- c. Waive any informalities or irregularities in a LOIs, or to waive any deviations from the requirements, or terms and conditions of this RFI, if deemed to be in the best interest of the County;
  - d. Negotiate with a Responder or Responders; or
  - e. Terminate the RFI process.
5. Any Responder submitting a LOIs understands and agrees that submission of his/her/its LOIs shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFI.
6. The County shall not be liable for, and by submitting a LOIs the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFI, or because of any misinformation or lack of information.
7. In the event it becomes necessary to revise any part of this RFI, an addendum will be posted on the County web page at:  
[http://www.co.shasta.ca.us/index/support\\_index/purchasing/competitive\\_procurements.aspx](http://www.co.shasta.ca.us/index/support_index/purchasing/competitive_procurements.aspx).

## F. INQUIRIES

1. To make inquiries regarding this RFI, Responders are directed to contact:

**Tommy Talkington, Agency Staff Services Analyst - Confidential I**  
Shasta County Department of Support Services – Purchasing  
1450 Court Street, Suite 348  
Redding, CA, 96001  
530.225.5093  
[trtalkington@co.shasta.ca.us](mailto:trtalkington@co.shasta.ca.us)

2. Any Responder who attempts to influence the RFI process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFI process as set forth in the requirements, or terms and conditions, of the RFI, may be disqualified at any time from further participation in the RFI process. Responders may contact only the individual identified above and are specifically directed not to contact other County officer, employee, or agent on any matter related to this RFI. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFI. No questions regarding this RFI will be answered by other County officers, employees or agents. For purposes of this section III.F.2 of this Request, the word “officer” does not include a member of the Shasta County Board of Supervisors.



3. Questions to County shall be submitted in an E-mail to the individual listed above. Answers will be provided to all known potential Responders. The County will not respond to any questions submitted after Questions Deadline as stated on page one (1) of this RFI.

**LETTER OF INTEREST**

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Postmarks, Faxes, or Emails Will Not Be Accepted

To:

**Tommy Talkington, Agency Staff Services Analyst - Confidential I**  
Shasta County Department of Support Services – Purchasing  
1450 Court Street, Suite 348  
Redding, CA, 96001  
530.225.5093  
[trtalkington@co.shasta.ca.us](mailto:trtalkington@co.shasta.ca.us)

Re: Request for Information – RFI – Hazardous Tree Removal Services.

The undersigned hereby submits this *Letter of Interest* and supporting documentation in response to RFI 21-25.

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AGENCY/INDIVIDUAL NAME

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ADDRESS

---

TELEPHONE NUMBER

FAX NUMBER

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EMAIL ADDRESS FOR PRIMARY CONTACT

By my signature, I hereby represent that I have authority to execute this Letter of Interest and to bind the party on whose behalf execution is made. Further, I certify that all statements in this Letter of Interest and supporting documentation are true and I acknowledge that if the Letter of Interest and supporting documentation contains any false statements, the County may declare the Contract made as a result of the Letter of Interest to be void.

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SIGNATURE

DATE

## STATEMENT OF EXPERIENCE

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### SECTION A

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Business Name		Phone
Address	City and State	Zip

**BUSINESS STATUS:**

- Non-Profit Corporation     
  General Partnership     
  Limited Partnership  
 Corporation     
  Sole Proprietorship     
  Other:

### SECTION B

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Number of years in business under present business name?

Have you ever used another Business Name?

Number of years in business under prior business name?

Number of years' experience providing equivalent services?

### SECTION C

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**PROJECTS COMPLETED DURING THE LAST 5 YEARS:**

Year	Services	Contract Amount	Location	Contracting Agency
1.				
2.				
3.				
4.				
5.				

**SECTION D**

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Have you, or your agency, failed or refused to complete a contract?  Yes  No

If yes, explain:

**SECTION E**

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Do you or your agency hold a controlling interest in any other organization, or is this agency or business owned or controlled by another organization or agency?  Yes  No

If yes, explain:

**SECTION F**

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Do you, or your agency, hold or have a financial interest in any other business?  Yes  No

If yes, explain (unless you are the individual personally performing contracted services or a governmental agency):

**SECTION G**

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Explain any litigation involving you, your agency, or any principle officer(s) thereof (if applicable):

**SECTION H**

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Please provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantors letters, or otherwise affect you or your agency's ability to perform:

**SECTION I**

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If the nature of the services requires business or professional licenses, are such licenses held by you and/or your agency?  Yes  No

**SECTION J**

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Do you and/or your agency agree to provide additional information as required by the County to make an informed determination of qualifications?  Yes  No

By signing this Statement of Experience, you are certifying that all information provided on this form and contained within your proposal are true. You acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

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Signature

Date

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Printed Name and Title



# Shasta County

## DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center  
1450 Court Street, Suite 108  
Redding, CA 96001-1661  
(530) 225-5160 FAX: (530) 225-5178

**Jaclyn Disney, Director**  
Housing Authority  
Community Action Agency

### PROPOSAL AND CONTRACT

I, the contractor, propose to furnish all materials and perform all labor necessary to complete the following work at:

\_\_\_\_\_ For: \_\_\_\_\_

Scope of work per the attached work write-up/bid form in accordance with the General Conditions and General Specifications of the CalHOME DISASTER HOUSING REHABILITATION LOAN PROGRAM, and Attachments of this contract. The contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor. Contractor will obtain and provide property owner with unconditional lien releases from all sub-contractors, laborers, and material suppliers.

All of the above work is to be completed in a substantial and workmanlike manner according to standard practices for the sum of:

\_\_\_\_\_ \$ \_\_\_\_\_

A progress payment of 90% of the contract price will be made upon certification by the contractor, approval by the owner, and verification by the County that 100% of the labor and materials required to complete the work has been provided. The remaining 10% of the contract amount will be paid 35 days after satisfactory completion of the scope of work.

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking

arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

Any alteration or deviation from the above specifications involving extra cost of labor or material will only be executed upon prior written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

I, the contractor, will complete the above work within \_\_\_\_\_ days after issuance of permits and the property owner authorizes me to proceed with the work. Should I fail to comply with the terms of this contract, property owner is entitled to seek recourse per the General Specifications.

Contractor's Name: \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ Contractors  
Signature: \_\_\_\_\_

**Acceptance**

I, the property owner, hereby authorize you to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount mentioned in said proposal, and according to the terms thereof. This is your notice to proceed no sooner than three days after the date on this contract, unless notified in writing to the contrary.

Date: \_\_\_\_\_ Owners  
Signature: \_\_\_\_\_  
\_\_\_\_\_

## Attachment A

NOTICE TO CONTRACTOR

1. A contractor or subcontractor is not eligible to receive funds under this agreement if the contractor is not licensed and in good standing in California, or is listed on the federal Consolidated List of Debarred, Suspended, and ineligible contractors.
2. Contractor agrees to:
  - A) Perform all work in accordance with federal, state and local housing and building codes and specifications listed in work write-up.
  - B) Comply with the Labor Standards as described in Attachment C, and the Equal Opportunity Requirements described in Attachment D of the Standard Agreement between the State of California and Shasta County Housing and Community Action Programs and the certifications contained therein, and to comply with the provisions of the California Labor Code. Attachments C and D are made a part hereof;
  - C) Insurance Requirements in Attachment E
3. Contractor agrees to the payment schedule described herein, and acknowledges and consents that evaluation of the degree of job completion is to be determined solely by the owner and Shasta County Housing and Community Action Programs. Contractor further agrees that the final progress payment (90% of the contract amount) will be made only when all items on from the Work-Write-up referenced on the contractor selection statement have been completed to the satisfaction of the Housing Division and the owner, and the owner has signed the Notice of Completion\*. Contractor agrees that the final 10% payment will be made only after a 35-day lien-free period has passed, starting with the recording of the Notice of Completion.

\* The owner agrees that the signing of the Notice of Completion is an acknowledgement that the work is 100% complete to the owner's satisfaction. Also see Attachment B "Notice to Owner".



## Attachment B

NOTICE TO OWNER

The law requires that, before a licensed contractor can enter into a contract with you for a work of improvement on your property, he must give you a copy of this Notice.

Under the mechanics' lien laws of the State of California, persons who help to improve your property and are not paid have a right to enforce their claim against your property. This "claim" is known as a mechanics' lien. Basically, when someone files a mechanics' lien he is making a claim on your property as security against payment of a just debt.

In other words, this law allows contractors, subcontractors, laborers, material men or certain others who may have provided goods or services to place a lien on your home or the structure they built or improved for you for any unpaid portion of the goods and services they furnish. For example, if you fail to pay your contractor, or if your contractor fails to pay his subcontractor or laborers, or neglects to make required contributions to a trust and or other funds (where applicable), then those people can look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

There are a number of ways to protect yourself and your property at the onset of contracting and throughout the construction project. You might, for instance, request that the contractor furnish you with a payment and performance bond. (This is a different bond than the one currently required by Contractors' license law.) The additional cost is usually minimal and is a certain guarantee that the project will be completed and the bills paid. You may also wish to record this payment and performance bond and file the contract with the County Recorder to further protect yourself from anyone putting a lien on your property. If you do have a contractor provide a special bond on your project and the bonding company does not honor your claim promptly in the event the contractor defaults, you may wish to contact the California Insurance Commission to see if the bonding company is engaging in an unfair claims practice.

Another avenue available to you is to use a funding control company. The control company acts as a third party, disbursing all funds for payment and usually securing all the necessary releases of liens. A funding control company is a specialized construction escrow which makes payment directly to subcontractors and suppliers. By doing this, it affords additional protection against valid liens.

Should you choose not to use the above, the following are some of the important time requirements you should be aware of regarding the mechanics' lien laws:

1. **PRELIMINARY NOTICE:** A claimant, contractor, subcontractor, or material man is entitled to enforce a lien only if he gives the preliminary twenty (20) days notice, if applicable. All claimants, other than the original contractor (the person you're contracted with), or a laborer performing actual labor for wages, must give this notice. Therefore, people who you may not even know, such as a subcontractor, or a material supplier, must notify you that they are providing supplies or services to your property which may later create a lien. This Preliminary Notice must be given no later than twenty (20) days after the claimant has first furnished labor, services, equipment or material to the job site.

If you get such a Preliminary Notice, do not be alarmed. The notice is intended for your protection so that you may then require your contractor to furnish you with an unconditional lien release prior to or concurrently with payment to him.

2. NOTICE OF MECHANICS' LIEN: Usually claimants must record a Notice and Claim of Lien within ninety (90) days of the completion of the work. If a Notice of Completion or a Notice of Cessation of Labor has been recorded, then the Mechanics' Lien must be recorded within sixty (60) days by the original contractor and within thirty (30) days by all other claimants such as subcontractors, material men, etc. The claimants must indicate on the notice what is owed to them. This lien will now bind your property like a mortgage or trust deed.

3. COMPLAINT TO FORECLOSE A MECHANICS' LIEN: If the claimants' demands are not satisfied, then they must usually file suit within ninety (90) days after the recordation of a Notice of Mechanics' Lien. The complaint to foreclose the lien is filed in a regular court proceeding and follows in a similar manner. YOU SHOULD BE AWARE THAT YOUR PROPERTY COULD BE SOLD AND THE PROCEEDS FROM THE SALE USED TO SATISFY THE CLAIM.

4. NOTICE OF NON-RESPONSIBILITY: You can protect yourself and your property from a valid claim of a contractor, or subcontractor who is doing work on your property, but not at your request (for example if you have a tenant who has contracted for work to be done). You can do this by posting and recording a Notice of Non-Responsibility. The notice must be posted in a conspicuous place within ten (10) days after you have obtained knowledge of the work. You must then record the notice at the County Recorder's Office. You can usually purchase this form from various sources.

5. UNCONDITIONAL LIEN RELEASE: You may also require that the original contractor provide you with unconditional lien releases signed by each and every person who has performed any work or labor as well as every person who has delivered any materials to your job. Be sure to get releases from each person who gave you a Preliminary Notice.

6. NOTICE OF COMPLETION:  
The owner of the property or his agent (sometimes the general contractor) can record a Notice of Completion within ten (10) days following the actual completion of the work of improvement. The effect of the Notice of Completion is to shorten the time period within which the contractors or subcontractors may file their Mechanics' Lien.

The above explanations are not meant to be an exhaustive review of mechanics' liens. They are intended to help you understand that you are entering into a contract which may bind your property, and the intention is that you understand how to act to protect your property.

I, the owner, have been given a copy of the above "Notice to Owner".

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

## Attachment C

LABOR STANDARDS

## 1. State Labor Standards provisions

All contractors and subcontractors shall give the following certification to the Grantee and forward this certification to the Grantee within 10 days after the execution of any contract or subcontract.

- A) "I am aware of the provisions of Section 1720 et. seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

**Note: The prevailing wage related provisions DO NOT apply in all projects. The following activities are exempt from Davis-Bacon related acts:**

- **Rehabilitation of residential property of fewer than eight units**
  - Delivery of equipment if the cost of installation is **less than** 13% of the cost of the equipment
  - Apprentices working in a bona-fide apprenticeship program approved by the State
  - Trainees who are employed in a Department of Labor approved program
  - Fabrication of building materials or components by a manufacturer. However, DBRA does apply to labor used to assemble or install them at the project site
  - Force account - work carried out by city or county employees. The use of force account on "public projects" is subject to the provisions of Sections 20160 et seq. of the California Public Contract Code.
- B) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- C) "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontract shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime (one and one-half times the basic rate of pay)."

## Attachment D

EQUAL OPPORTUNITYThe Civil Rights, HCD, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

Rehabilitation Act of 1973 and the "504 Coordinator"

The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or

subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

State Nondiscrimination Clause

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000.00 or more:

Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts. Grantee shall refer to Chapter V of the State CDBG Grant Management Manual or shall contact the State for further guidance regarding compliance with this requirement.

## Attachment E

## INSURANCE REQUIREMENTS

1. Consultant/Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Consultant/Contractor, its agents, representatives, employees or sub-consultant/Contractors. All insurance coverages not meeting the requirements set forth in this Agreement shall be subject to approval by County Risk Management to form and content. These requirements are subject to amendment or waiver if so approved in writing.
2. Minimum Limits of Insurance: Consultant/Contractor shall maintain limits no less than:
  - a) Commercial General Liability, including operations, products and completed operations, as applicable limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate limit for bodily injury, personal, personal injury and property damage.
  - b) Comprehensive Automobile Liability (owned, if any, non-owned, hired) of \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - c) Professional Liability Errors & Omission Liability of \$1,000,000 limit per occurrence or claim made.
  - d) Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions greater than \$50,000 must be declared to and approved by the County.
4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
  - a) Commercial General Liability and Automobile Liability Coverage.
    - i. The County, its elected officials, officers, employees, agents, and volunteers are to be covered as insureds as relates to liability arising out of activities performed by or on behalf of the Consultant/Contractor under this Agreement; or automobiles owned, leased, hired, or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, their officials, employees, agents or designated volunteers.
    - ii. The Consultant/Contractor's insurance coverage shall be primary noncontributing insurance as relates to any other insurance or self-insurance available to the County, its elected officials, officers, employees, agents, and volunteers. Any insurance, or self-insurance maintained by the County, its elected officials, officers, employees, agents, and volunteers shall be excess of the Consultant/Contractor's insurance and shall not contribute with it.
    - iii. Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the County, its elected officials, officers, employees, agents, and volunteers.

- iv. Coverage shall state that the Consultant/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - v. Except for Professional Liability insurance, coverage shall be provided on a "pay on behalf" basis, with reasonable defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
  - vi. The Consultant/Contractor's insurer agrees to waive all rights of subrogation against the County, its elected officials, officers, employees, agents, and volunteers for losses arising from work performed by the Consultant/Contractor for the County, except to the extent losses or claims result from the County, its elected officials, officers, employees, agents, and volunteers negligence or willful misconduct.
  - vii. All endorsements to policies shall be executed by an authorized representative of the insurer.
- b) Workers' Compensation Coverage. The Consultant/Contractor's insurer will agree to waive all rights of subrogation against the County, its elected officials, officers, employees, agents, and volunteers for losses arising from work performed by the Consultant/Contractor for the County.
  - c) Unemployment & Disability Insurance Coverage. Consultant/Contractor agrees to provide all employees unemployment and disability insurance coverage as governed by State law.
  - d) If applicable, Professional Liability / Errors & Omissions Coverage – if coverage is written on a claims-made form:
    - i. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
    - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Entity for review.
  - e) All Coverage.
    - i. Each insurance certificate required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by mail has been given to the County.
    - ii. Policies shall have concurrent starting and ending dates.

5. Verification of Coverage. Consultant/Contractor shall furnish the County with certificate of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by

**EXHIBIT A**

Consultant/Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies in the event of a claim. The Consultant/Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage. Consultant/Contractors shall include all sub-Consultant/Contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Consultant/Contractor. All coverage for sub-Consultant/Contractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

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