REQUEST FOR QUOTES (RFQ) TO PROVIDE
Flooring Materials and Installation Services

<table>
<thead>
<tr>
<th>RFQ Number</th>
<th>20-27</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release Date</td>
<td>January 2, 2020</td>
</tr>
<tr>
<td>Questions Deadline</td>
<td>January 20, 2020 at 2:00 PM</td>
</tr>
<tr>
<td>RFQ Closing Date</td>
<td>Wednesday, January 29, 2020</td>
</tr>
<tr>
<td>RFQ Closing Time</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>Submittal Location</td>
<td>Shasta County Department of Support Services Purchasing Division 1450 Court Street, Suite 348 Redding, CA 96001</td>
</tr>
<tr>
<td>RFQ Contact</td>
<td>Leticia Swanson Agency Staff Services Analyst II - Confidential (530) 229-8244 <a href="mailto:llswanson@co.shasta.ca.us">llswanson@co.shasta.ca.us</a></td>
</tr>
</tbody>
</table>

REQUIREMENTS FOR SUBMITTALS

- Responses must include **one (1) original and three (3) copies** of the Quote.
- Responses must be submitted in a sealed envelope and clearly marked as ‘Response to RFQ 20-27’ on the exterior of the delivered package.
- Responses must be signed, dated, and received by the Purchasing Division by the RFQ 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**

The County of Shasta, through its Department of Support Services, Purchasing Unit, invites responses to a Request for Quotes (RFQ) to provide various Flooring Materials and Installation Services for County buildings on an as needed basis at the request of our Facilities Management Division of the County’s Department of Public Works (“Facilities Management”).

Facilities Management is in the process of undertaking flooring replacements throughout the County and intends to enter into an Agreement(s) with qualified vendor(s) to furnish all labor, equipment, and materials and to perform all operations necessary to install, repair, remove, recycle or dispose of flooring materials.

The purpose of this RFQ is to determine Responders’ qualifications, experience, customer service, and installation and quote process. It is currently estimated that the County will be replacing approximately (10,000+) sq.ft. of flooring over the next three (3) Years.

II. **SCOPE OF WORK**

The following scope of services is included as a guide and designed to identify the minimum service level expected of the successful Contractor. Each Project will have an individual Scope of Work, detailing materials and price and be mutually agreed to between Contractor and Facilities Management. In no event shall materials be ordered or work commenced until a “Notice to Proceed” is issued by Facilities Management.

A. **General Requirements**

1. Labor to be paid at the current prevailing wage rates.
2. Performance bond will be required for all projects totaling $ 25,000.00 or more.
3. Evidence of Insurance coverage prior to commencement of work, at a minimum;
   - Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): $1,000,000 per occurrence and
   - Workers’ Compensation: Statutory levels
4. Contractor shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their profession.
5. Contractor shall have a current and active California Contractor’s License with the following classifications: C-15 Flooring and Floor Coverings, and C-54 Tile.

B. **Service Requirements**

Contractor shall:

1. Site verify, and carefully field measure and check all areas designated to receive new flooring or repair work within three (3) days of request by County.
2. Provide an itemized estimate to County within seven 7 business days from site verification visit.
3. Provide repair work to existing flooring installations upon request if feasible; otherwise, provide quote for replacement.
4. Provide timely and accurate technical advice and sales support by responding to requests within one (1) day.
5. Remove all materials and debris from the premises at the end of the working ‘day’.
6. Coordinate with Facilities Management to ensure all repairs and installation are performed in the least disruptive manner to County departments, which may include working evenings, nights, weekends, and/or holidays after County business hours.
7. Perform all work in a safe and efficient manner, adhering to OSHA guidelines, using proper technique and equipment in order to preserve the safety of themselves, County staff, contractors, and visitors.
8. Resolve any billing issues within five (5) business days.

III. CONTRACT INFORMATION

If the County chooses to fund and proceed with the Flooring Materials and Installation Services, it will enter into a Contract with the selected Responder. The County intends to use its standard Public Works Aggregate Construction Contract, attached to this RFQ as Attachment E as a template for the Contract. Certain terms of the County’s standard Public Works Aggregate Construction Contract template are subject to negotiation and completion once the successful Responder(s) is/are selected. The County may, at its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

Upon negotiation of the contract, the chosen responder must agree to receive electronic payments, and will required to complete the ACH/Direct Deposit Authorization form, attached as Attachment F to this RFQ.

The Contract will be for an initial term of 12 months and may contain a provision for an extension of the initial term for two additional 12 month terms. Exercise of the option to extend the term of the Contract will be based on continued funding, the results of an evaluation of the services provided, and the County’s subjective satisfaction with the Contractor’s performance.

IV. RFQ PROCESS, QUOTE FORMAT & GENERAL INFORMATION

A. Inquiries

To make inquiries regarding this RFQ, Responders may contact only the RFQ Contact and are specifically directed not to contact other County officers, employees, or agents on any
matter related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being barred from consideration under this RFQ. For purposes of this section of this RFQ, the word “officer” does not include members of the Shasta County Board of Supervisors.

Questions to County shall be submitted via E-mail to the RFQ Contact. Answers will be sent via email to the individual who asked the question, and shall be posted on the County Competitive Procurements web page. The County will not respond to any questions submitted after the Question Deadline stated on this RFQ.

Any Responder who attempts to influence the RFQ process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements, or terms and conditions of the RFQ, may be disqualified at any time from further participation in the RFQ process.

B. **Response Format and Content**

Sealed responses to this Request for Quotes (RFQ) are subject to the Terms and Conditions of Requests for Quotes, Attachment A, attached hereto and incorporated herein.

Each response must include the following required documents, submitted in the order shown:

1. A completed Responder Information Form, **Attachment B**, attached hereto and incorporated herein.
2. Copy of Contractors license, City of Redding Business license, and proof of registration with Department of Industrial Relations (DIR).
3. Provide three (3) references, including at least one for a governmental or commercial entity.
4. A completed estimate for the “Sample Project”, **Attachment C**.
5. A completed Acknowledgements and Certifications, **Attachment D**, attached hereto and incorporated herein.
6. A completed Pricing Sheet, **Attachment E**, attached hereto and incorporated herein.

C. **Submission of Responses**

One (1) original, clearly marked ‘Original’, and three (3) copies of each Quote must be submitted in a sealed envelope clearly labeled with the RFQ number and Responder name.
Materials submitted shall be in sequence, with each section clearly labeled, consistent with the response format and content described in herein. Failure to do so may result in rejection of the response. Failure to submit all required items may result in the rejection of Offeror’s Response.

Responses must be submitted no later than the exact Closing Date and time indicated on this Request for Quotes. Mailed Responses not received before the Closing Date and time will not be considered, even if postmarked prior. Faxed and emailed Responses will not be accepted.

All submittals, inquiries, and correspondence related to this Request for Quotes shall be directed to:

Leticia Swanson, Agency Staff Services Analyst II – Confidential
Shasta County Department of Support Services – Purchasing
1450 Court Street, Suite 348
Redding, CA, 96001
530.229.8244
llswanson@co.shasta.ca.us
TERMS AND CONDITIONS OF REQUESTS FOR QUOTES

The following terms and conditions (the “Terms and Conditions”) apply to solicitations by the County of Shasta, Department of Support Services, Purchasing Unit (“County”), for Requests for Quotes (an “RFQ”).

For the purposes of these Terms and Conditions, an RFQ is an invitation by the County for the provision of particular service(s) or product(s), including the price thereof, meeting specific criteria. The primary focus of an RFQ is upon the price a person/entity submitting a response (the “Responder”) proposes to charge for the particular service or product the County desires. While the price is a primary factor, it is not the only factor and the County is not required to enter into a contract/agreement with the particular Responder who submits the lowest price.

I. RESPONSES TO RFQ’s

Responses to RFQ’s (“Responses”), modifications, and requests for withdrawal thereof, received after the deadline for receipt of the Response will not be considered. Telephoned Responses or those sent by facsimile (“FAX”) or email will not be accepted.

Responses shall be written in ink, typewritten, or written using a word processing program/printer. Prior to submitting a Response, mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the Response.

Prices proposed in an RFQ shall include all costs of packing and of transportation to the delivery point or points indicated in the RFQ, including applicable sales and use taxes, unless otherwise specified. Unless stated otherwise in the RFQ, a Response may be tendered for any item or group of items, or portion thereof, of the service(s) or product(s) specified in the RFQ. Unit prices, a total price for each group of units, and a grand total may also be provided in the Response, depending upon the specifications of the RFQ. In case of a conflict between a unit price and the total price(s), or the grand total, the unit price, multiplied by the number of units to be provided, will govern. Unless stated otherwise in the RFQ, a Response may be tendered for any one service or one product, or group of services or products, or portion thereof, of the service(s) or product(s) specified in the RFQ, or for all the services or products sought by the County.

When a particular brand or make of a product is specified in an RFQ, an "equal" brand or make will be considered by the County. However, in such cases, the Responder must establish that the alternate brand or make is equal to or better than the specified brand or make, and indicate the brand name, model, and catalog number of each item listed as an
alternative. Unless otherwise indicated in the Response, the brand or make specified in the RFQ shall be furnished if the RFQ is accepted by the County and a contract/agreement between the Responder and the County is executed.

The time, date, and location for delivery of the service(s) or product(s) shall be as specified in the RFQ or the contract/agreement between the Responder and the County. Delivery time, if stated in days, includes Saturdays, Sundays, and holidays. Responder may propose in the Response alternate times, dates, and locations for delivery of the service(s) or product(s) for the County's consideration.

Samples of products, when required by the specifications of the RFQ, must be submitted within the time specified and at no expense to the County. If not destroyed by testing, or if not required for the purpose of inspecting deliveries during the term of the contract/agreement between the Responder and the County, samples will be returned to the Responder at the County's expense.

The services and products described in a Response must conform to the safety orders of the State of California, Division of Industrial Safety and with all applicable federal, state, and local laws, ordinances, regulations, rules and policies. Only current product models as offered by manufacturers will be accepted. All products offered must be new and unused unless otherwise specified in the RFQ.

II. EVALUATION AND SELECTION PROCESS

Unless otherwise stated in the specifications for the RFQ, an evaluation panel, made up of persons selected by the Shasta County Director of Support Services (or designee), will review and rank each Quote. Reviewed and ranked criteria may include but are not limited to:

A. The price identified for the service(s) or product(s). 30%
B. Satisfaction of the identified warranties for the service(s) or product(s). 25%
C. The experience and reputation of the services of the Responder. 25%
D. Professional licenses and registrations. 20%

After the evaluation panel has ranked the Responders, the County may enter into negotiations with the top ranked Responder regarding the terms and conditions of a contract for the provision of the requested service(s) and product(s); or the County may, in its sole discretion, elect to reject all submitted Responses and terminate the RFQ process.
If an agreement to enter into a Contract cannot be reached with the highest ranked Responder, then the negotiations with that Responder will be terminated. Negotiations will then be opened with the next ranked Responder and the process repeated, or the County may elect to reject all submitted Proposals. In any event, once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.

III. **RESERVATIONS**

Notwithstanding any other provisions, the County reserves the right, in its sole discretion, to accept or reject any or all Responses, or any part thereof; to reject any Response for failure to submit the Response in conformity with the requirements of the RFQ and these Terms and Conditions; and to waive informalities and irregularities in a Response, if deemed to be in the best interest of the County. The County reserves the right to cancel this RFQ process at any time.

In addition, the County reserves the right to waive any deviations from the requirements or specifications of an RFQ that are included in any Response.

Solicitation of an RFQ does not commit the County to finalize any contract/agreement with a particular Responder, to pay any costs associated with the preparation of any Response, and/or to enter into a contract/agreement with the Responder submitting the least costly Response. The County reserves the right to enter into negotiations with, and to finalize a contract and its terms with, the Responder that, in the sole discretion of the County, submits the Response that is in the best interests of the County.

IV. **VALID CONTRACT**

Receipt of an Official Purchase Order of the County of Shasta covering the supplies, materials, equipment, or services as described in the Response to an RFQ will indicate acceptance of the Response and will constitute a contract to purchase (unless a separate contract or agreement is otherwise entered into between the Responder and the County).

V. **DISQUALIFICATION**

Unless a Responder provides all the information requested in the RFQ, the Response may, at the sole discretion of the County, be disregarded and given no consideration. Any Responder who attempts to influence the RFQ process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements of the RFQ and/or in these Terms and Conditions, may be disqualified at any time from further participation in the RFQ process.
Responders are specifically directed not to contact any person other than the designated County contact person listed in this RFQ for meetings, conferences, information, or technical discussions related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being disqualified from this RFQ process. No questions regarding this RFQ will be answered by other County staff. The RFQ process shall extend until the date stated on the County’s written notice of intent to award a contract or the date stated on the County’s written notice of cancellation of the RFQ process that will be issued to Responders.

VI. RETENTION OF RESPONSES/PUBLIC RECORD

All Responses shall become the sole property of the County. The County reserves the right to use any ideas in a Response regardless of whether that Responder is selected to enter into a contract/agreement with the County. At such time as a Responder is selected and a contract/agreement is finally negotiated, all Responses and related documents become a matter of public record, with the exception of those parts of each Response which are clearly designated by the Responder as business or trade secrets and marked as “confidential” or “proprietary.” The County, however, shall not in any way be liable or responsible in connection with the County’s disclosure of any Response or any part thereof, if disclosure is required by the California Public Records Act (Gov. Code, §6250 et seq.) or pursuant to law or legal process. By submitting a Response, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify the County of Shasta, 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 California Public Records Act.

VII. PROTESTS

The County will consider any protest or objection regarding the award of a contract/agreement pursuant to the RFQ, provided that it is submitted in writing and received by the County contact person listed in this RFQ within 10 calendar days of the date stated on the County’s written notice of intent to award a contract issued to Responders. Mailed objections not received before the deadline will not be considered, even if postmarked before the deadline. The County’s determination with respect to any protest shall be in the County’s sole discretion and shall be final and conclusive.

VIII. COMPLIANCE WITH REQUIREMENTS OF RFQ

Any Responder submitting a Response to an RFQ understands and agrees that his/her/its submitted Response shall constitute acknowledgment and acceptance of, and intent to comply with, all these Terms and Conditions and the requirements of the RFQ. The
determination of the compliance with these Terms and Conditions and the requirements of the RFQ shall be in the County’s sole judgment and shall be final and conclusive.

IX. COUNTY NOT RESPONSIBLE FOR COSTS OF PREPARATION

The County shall not be liable for any costs of work performed in the preparation and production of a Response, or for any work performed prior to the formal execution of a contract/agreement between a Responder and the County. By submitting a Response, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of these Terms and Conditions and the requirements of the RFQ, or because of any misinformation or lack of information.
RESPONDER INFORMATION AND CERTIFICATIONS

Responder MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

Responder represents that he/she/it is one of the following (check appropriate):
☐ A regular dealer of the product(s) and/or service(s) quoted upon
☐ A manufacturer of the product(s) and/or service(s) quoted upon

Responder operates as:
☐ An Individual
☐ Partnership
☐ Corporation, incorporated in the State of:
☐ Other entity (specify):

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Offer for 90 days following the deadline for receipt of Offer.

COMPANY NAME

AUTHORIZED REPRESENTATIVE NAME

STREET ADDRESS

CITY  STATE  ZIP CODE

PHONE NUMBER  FAX NUMBER

E-MAIL ADDRESS

FEDERAL TAX ID NUMBER

Certifications:

1. Do you agree to comply with specifications, RFQ instructions, draft Contract requirements and other pertinent references contained in this RFQ?  ☐ Yes  ☐ No

2. Do you agree that the information and costs provided in the quote will remain unchanged and will not be withdrawn for a minimum of 90 days after the submission deadline?  ☐ Yes  ☐ No
3. Do you certify that all statements contained within the submitted response are true, and acknowledge that if the response is found to contain any false statements, the County may declare any Agreement or Contract made as a result of the response to be void?

☐ Yes  ☐ No

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide the requested services?

☐ Yes  ☐ No

5. Do you certify that the quote includes all costs incident to the proposed Contract?

☐ Yes  ☐ No

6. Upon execution of the Contract, the chosen responder must agree to receive electronic payments, and will be required to complete the ACH/Direct Deposit Authorization form, attached herein. Do you agree to be an ACH/Direct Deposit vendor?

☐ Yes  ☐ No

If the answer to any question is “No”, please explain.

I certify that to the best of my knowledge, my responses to the above statements are true and correct.

By signing, Responder represents that he/she has the authority to authorize this Offer and to bind the party on whose behalf his/her execution is made, and certifies that all information provided on this form and contained within the Offer are true. Signer acknowledges that if the Offer contains any false statements, the County may declare any contract, purchase order or agreement made as a result of the Offer to be void.

______________________________
SIGNATURE OF AUTHORIZED REPRESENTATIVE

______________________________
PRINT OR TYPE SIGNER’S NAME AND TITLES  Date
Provide a ‘Sample Project’ estimate with the following Scope:
The building was constructed in 2005 and all existing furniture has been removed.

- Remove existing sheet carpeting and 4” resilient base in the areas defined in the attached drawing (all non-shaded areas). The existing original carpeting is glued to the concrete slab floor.
- Dispose of removed carpet and base at an appropriate disposal site.
• Prepare floor surface per manufacturer’s specifications to receive the new carpet tiles. New flooring material shall be Mannington Commercial, Urban Grid Collection, Style: “Scaffold”, Color: “Midtown 82213” (18” x 36”) modular carpet tiles. No substitutes. Adhesive dots shall be the installation method for the tiles.
• Install new 4” resilient base (Johnsonite- Color: “Toast” # 283). Base shall be applied with a low VOC cove base glue to Gypsum wallboard, per manufacturer’s specifications, with as few joints as possible. All corners are 90 degrees with no radius.
• Vacuum entire area of new installation at the completion and remove any debris from the area and disposed of. All work to be done in a workmanlike manner, adhering to manufacturer’s specifications and Industry standards for preparation and installation, and to the satisfaction of the County.
• Provide warranty information on materials and workmanship.
• No alternatives or substitutes permitted.
## Acknowledgements and Certifications

<table>
<thead>
<tr>
<th>Contractor acknowledges and certifies compliance with the following Contract requirements:</th>
<th>YES</th>
<th>NO</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor shall provide evidence of registration with the Department of Industrial Regulations at the time of RFQ submission.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor shall provide evidence of Insurance coverage, prior to execution of Contract, at a minimum;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Comprehensive general liability (including auto and non-owned auto, bodily injury and property damage): $1,000,000 per occurrence and</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Workers’ Compensation: Statutory levels</td>
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<tr>
<td>Contractor shall provide Performance Bond for each project totaling more than $25,000.00.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Contractor (as well as Contractor's principals, employees, subcontractors, and suppliers) is an independent contractor and not an employee, agent, or representative of County.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work with the County.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor represents and warrants to County that all materials and equipment incorporated in the work will be new and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.</td>
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<td></td>
</tr>
<tr>
<td>Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work and completion of the work.</td>
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<td></td>
<td></td>
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<tr>
<td>Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and completion of the work.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the work, Contractor shall remove all of Contractor's waste materials and rubbish from and about the project as well as all of Contractor's tools, construction equipment, machinery, and surplus materials.</td>
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</tbody>
</table>
Contractor will acknowledge that Contractor has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the work.

Contractor acknowledges awareness of the provisions of subdivision (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Article 4 of the Clayton Act (15 U.S.C. §. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

| Signature of person authorized to bind Agreement: | Date: |
## PRICE QUOTE

<table>
<thead>
<tr>
<th>Labor to:</th>
<th>Sq.ft. / lin. ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install commercial carpet</td>
<td></td>
</tr>
<tr>
<td>Install vinyl commercial tile</td>
<td></td>
</tr>
<tr>
<td>Install resilient base</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Labor for:</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation for flooring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs not under warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List any additional fees:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.e. moisture testing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All Pricing to be guaranteed for one year

Material Markup Percentage (from wholesale):

Describe your warranty on materials and workmanship:
PUBLIC WORKS
CONSTRUCTION CONTRACT

THIS CONTRACT is between the County of Shasta, through its Department of Public Works (“County”) and (VENDOR NAME HERE) (“Contractor”) for (BRIEF EXPLANATION OF SVCS).

Section 1. THE WORK

Contractor shall perform all the construction required by the Contract Documents (the “Project”). The Project is described generally as follows:

[Insert a full, detailed description or refer to, and incorporate, a separate document describing the work.]

Section 2. TIME OF COMMENCEMENT AND COMPLETION

The Project shall be commenced within seven days of issuance by County of a written Notice to Proceed with the work on the Project, and shall be completed no later than [Insert number] days following issuance of the Notice to Proceed (“Completion Date”). Time is of the essence of this Contract.

Section 3. CONTRACT SUM

The Contract Sum is the total amount payable by County to Contractor for completion of the Project. The Contract Sum is $[Insert amount] unless otherwise modified in accordance with this Contract.

Section 4. PAYMENT SCHEDULE

4.1 If the Completion Date of this Contract as specified in Section 2 is 30 or fewer calendar days after the issuance of the Notice to Proceed, County shall make a lump sum payment of 95 percent of the Contract Sum upon substantial completion of the Project.

4.2 If the Completion Date of this Contract as specified in Section 2 is more than 30 calendar days after the issuance of the Notice to Proceed, Contractor shall submit to County on or before the fifth day of each month an application for payment ("Application for Payment") specifying in detail the labor and materials expended toward completion of the Project during the previous month. County's review of the Application for Payment and estimate of the value of labor and materials expended toward completion of the Project shall be final. County shall pay to Contractor, by the 20th of each month, 95 percent of the value, as determined by County in its sole discretion, of the labor and materials expended toward completion of the Project during the previous month. Upon substantial completion of the Project, County shall have paid to Contractor through monthly payments as set forth above, 95 percent of the Contract Sum. County shall make final payment of the remaining 5 percent (the “Retention”) not later than 45 days after substantial
completion of the Project, provided the Contract is then fully performed and the Project has been accepted by County, and subject to the provisions of Sections 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the Project up to the time of such payments, the entire Project being subject to final inspection and approval of County.

4.3 If progress payments are to be made under this Contract, the provisions of Public Contract Code section 20104.50 apply. Section 20104.50 provides that:

1. if the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, County shall pay interest to Contractor thereon at the legal rate of Code of Civil Procedure Section 685.010;

2. County shall review each payment request as soon as practicable after receipt to determine if it is proper;

3. County shall return to the Contractor within seven days of its receipt by County any payment request that County determines to be improper together with a written statement of reasons why the request is not proper; and

4. the number of days available to County to make a payment without incurring interest shall be reduced by the number of days by which County exceeds the seven-day return requirement.

A progress payment does not include any portion of the final payment designated as the Retention.

Section 5. PAYMENTS

5.1 Except as provided in this Section, payments to Contractor shall be made as provided in Section 4.

5.2 Payments may be withheld on account of: (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.

5.3 Final payment shall not be due until Contractor has delivered to County a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to County indemnifying County against any such notice or lien.

5.4 No payment issued to Contractor by County or on behalf of County, shall be construed to be a waiver by County of its right to seek any remedy, or assert any cause of action, in law or equity for breach of any provision of this Contract.
Section 6. CONTRACT DOCUMENTS

6.1 The Contract Documents shall consist of this Contract; any supplemental or special conditions to this Contract; any plans, specifications, and drawings; any addenda and bulletins; and any other documents, including but not limited to change orders and modifications, signed by both parties relating to the Project. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment, and other items necessary for the proper execution and completion of the Project and the terms and conditions of payment therefor, and also to perform all work which may be reasonably necessary to produce the intended results.

6.2 If specifications and drawings have been prepared for the Project, the specifications and drawings are intended to correlate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both were mentioned in the specifications and set forth in the drawings.

6.3 The term “work” as used in the Contract Documents includes all labor and necessary to complete the Project and all materials and equipment incorporated or to be incorporated in construction of the Project.

Section 7. CONTRACTOR

7.1 Contractor acknowledges that Contractor (as well as Contractor's principals, employees, subcontractors, and suppliers) is an independent contractor and not an employee, agent, or representative of County and that nothing in this Contract is intended to alter Contractor's independent contractor status. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold County harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers, and others, including compliance with Social Security, withholding and all other regulations governing such matters.

7.2 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract. If the work of this Contract is part of a larger project, Contractor shall communicate and cooperate with County and any other contractors on the larger project to the extent necessary so that the performance and sequence of the larger project may be carried forward in good order and in a timely manner.

7.3 Unless otherwise specifically noted in a writing signed by County, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project.
7.4 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

7.5 Contractor represents and warrants to County that all materials and equipment incorporated in the Project will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.

7.6 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work and completion of the Project.

7.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and completion of the Project, and shall notify County if any of the Contract Documents are at variance therewith.

7.8 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents, and employees, and all other persons performing any of the work toward completion of the Project under a contract with Contractor.

7.9 Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Project, Contractor shall remove all of Contractor's waste materials and rubbish from and about the Project as well as all of Contractor's tools, construction equipment, machinery, and surplus materials. If Contractor fails to comply with this provision (Section 7.9), County may clean up the premises and charge the costs to Contractor. Contractor shall pay the County’s costs within 30 days of receipt of County’s bill therefor.

7.10 Contractor acknowledges that Contractor has made an independent investigation of the Project site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.

7.11 Contractor acknowledges that Contractor has read and understands all of the Contract Documents.

7.12 Contractor acknowledges awareness of the provisions of subdivision (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the
contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Article 4 of the Clayton Act (15 U.S.C. §. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Section 8. LIQUIDATED DAMAGES

8.1 The time limit specified in Section 2 is of the essence of this Contract. Contractor shall complete the Project by the Completion Date specified in Section 2 unless County agrees in writing to an extension of time.

8.2 The term “day” as used in the Contract Documents shall mean calendar day.

8.3 Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages.

8.4 The actual occurrence of damages and the actual amount of the damages which County would suffer if the Project were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which County would suffer in the event of delay include, but are not limited to, loss of the use of the Project, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the Project within the time specified. Contractor agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Contractor.

8.5 The amount of liquidated damages to be paid by Contractor to County for failure to complete the Project as specified in this Contract will be $ [Insert amount] for each day by which completion of the Project is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to County resulting from Contractor’s default.

8.6 In the event Contractor shall become liable for liquidated damages under this Section, County, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Contractor, until the liability of Contractor under this Section has been fully satisfied. If the Retention is not sufficient to discharge all liabilities of
Contractor incurred under this Section, Contractor and Contractor’s sureties shall continue to remain liable to County until all such liabilities are fully satisfied.

Section 9. PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the Project. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated in the Project, and (3) other property at the Project site or adjacent thereto. In executing the work to complete the Project, Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury, or loss. With respect to the work to complete the Project, all damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of County.

Section 10. INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this contract by Contractor, or by any of Contractor’s subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor’s own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this contract by Contractor, or any of Contractor’s subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor’s “independent Contractor” status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this contract.

Section 11. CONTRACTOR’S INSURANCE
11.1 Without limiting Contractor’s duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this contract Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than $1 million per occurrence such insurance shall be primary as to any other insurance maintained by County.

11.2 Contractor and any subcontractor shall obtain and maintain continuously required Workers’ Compensation and Employer’s Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor’s employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this contract. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this contract.

11.3 Contractor and any subcontractor shall obtain and maintain continuously, Work and Materials (Builder’s Risk) Insurance having “$100,000 coverage” or “100 percent of the Contract sum,” whichever is greater.

11.4 Contractor shall require subcontractors to furnish satisfactory proof to County that liability, workers' compensation, work and materials, and other types of required insurance have been obtained and are maintained similar to that required of Contractor pursuant to this Contract.

11.5 With regard to all insurance coverage required by this Contract:

1. Any deductible or self-insured retention exceeding $25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Contract.

2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Contract and continue coverage for a period of three years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-Contract expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a
minimum, provide coverage for claims received and reported three years after the expiration date of this Contract.

.3 All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names County, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this contract shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

.4 Each insurance policy (except for workers’ compensation and professional liability policies), or endorsement or amendment thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with the respect of the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

(a) As if each Named Insured were the only Named Insured; and
(b) Separately to each suit insured against whom a claim is made or suit is brought.”

.5 Contractor shall provide County with an endorsement or amendment to Contractor’s policy of insurance as evidence of insurance protection before the effective date of this Contract.

.6 The insurance required herein shall be in effect at all times during the term of this Contract. In the event any insurance coverage expires at any time during the term of this Contract, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Contract or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Contract, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
.7 If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

.8 Any of Contractors Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. CHANGES IN THE WORK

12.1 Contractor and County agree that changes in this Contract or in the Project shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by County and Contractor. If this Contract has been executed by County’s Board of Supervisors or Executive Officer, and if the Supplemental Contract or change order does not result in raising the level of compensation above $45,000, the Public Works Director may sign the Supplemental Contract or Change Order for County. It is specifically agreed that County shall have the right to request any alterations, deviations, reductions, or additions to the Contract Documents, including without limitation the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the Project is completed in accordance with the original plans and specifications as amended by any Supplemental Contract(s) or Change Order(s). If a Supplemental Contract or Change Order requires an extension of time, time for completion of the Project shall be extended to the date specified in the Supplemental Contract or Change Order. Contractor shall not be subject to any claims for liquidated damages for such period of time, but Contractor shall have no claim for any other compensation for any such delay. No Supplemental Contract or Change Order shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.

12.2 If any portion of the work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:

.1 Contractor shall promptly, and before the following materials or conditions are disturbed, notify County in writing of any:

(a) material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
(b) subsurface or latent physical conditions at the Project site differing from those anticipated by the parties; and
(c) unknown physical conditions at the Project site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
.2 County shall promptly investigate, and if County finds that the physical conditions at the Project site do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, and shall prepare for execution a Supplemental Contract or issue a Change Order under the procedures prescribed in the Contract Documents.

.3 In the event that a dispute arises between County and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

Section 13. PROSECUTION OF WORK DESPITE DISPUTES

In the event of a dispute between County and Contractor as to an interpretation of any of the Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of County shall for the time being prevail and Contractor, without delaying the Project, shall proceed as directed by County without prejudice to a final determination by negotiation, arbitration, or litigation (subject to subsection 21.2 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, County shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of this Contract as a result of complying with County's directions.

Section 14. DEFAULT BY CONTRACTOR

14.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Section 2. If Contractor fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work and completion of the Project or if Contractor disregards laws, ordinances, or instructions of County, then County may give Contractor a written notice requiring correction of the problem(s). If Contractor fails to correct the problem(s) or fails to make satisfactory arrangements for the correction of the problem(s) within five days of receipt of County’s written notice, Contractor shall be deemed in default and County may terminate this Contract effective immediately upon written notice to Contractor. If Contractor files for bankruptcy, is adjudged bankrupt, makes a general assignment for the benefit of Contractor’s creditors, has a receiver appointed on account of
Contractor’s insolvency, Contractor shall be deemed in default and County may terminate this Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages and other damages should the work be delayed beyond the Completion Date.

14.2 In the event of default by Contractor, and if the surety elects not to take over and perform this Contract, County may take over the work or hire the work out to another contractor and prosecute the Project to completion at Contractor's expense by any method County deems, in its sole discretion, advisable. Contractor and Contractor's surety shall be liable to County for any excess incurred by County in excess of the Contract Sum. If County elects to perform the work itself, County may, without liability, take possession of and utilize in completing the Project, such equipment, materials, appliances, plants, and other property belonging to Contractor as is located on the Project site and necessary for completion of the Project. All subcontracts shall automatically be assigned to County and County may terminate any subcontract for County's convenience. If the expense of completing the Project exceeds the unpaid balance of the Contract Sum, Contractor shall pay the difference to the County, including but not limited to, rent paid to third parties and increased or additional labor costs incurred by County.

Section 15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Unless waived by County in writing, Contractor shall provide County with a performance bond and a labor and materials payment bond. The performance bond shall be in an amount of 100 percent of the Contract Sum insuring the faithful performance of this Contract. The labor and material payment bond shall be in an amount of 100 percent of the Contract Sum to insure the payment of all obligations incurred by Contractor in connection with the work of this Contract. The bonds shall be in such form as County may prescribe and with such sureties as may be agreeable to the parties. Contractor shall deliver the labor and material payment bond and the performance bond at the time of the execution of this Contract.

Section 16. SUBSTITUTION OF SECURITIES

16.1 Consistent with California Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with County, or with a state or federally chartered bank in California as the escrow agent, which shall then pay those moneys to Contractor. Upon satisfactory completion of this Contract, the securities shall be returned to Contractor.

16.2 Alternatively, Contractor may request and County shall make payment of any Retention directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Upon satisfactory completion of the Project, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from
County, pursuant to the terms of this Section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

16.3 Securities eligible for investment under this Section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and County. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Section 17. PREVAILING WAGE RATES

17.1 If the Contract Sum is $1,000 or more, Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

17.2 If the Contract Sum is $1,000 or more, Contractor shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise $50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

17.3 If the Contract Sum is $1,000 or more, Contractor shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division
of Apprenticeship Standards of the State Department of Industrial Relations and to
the public through request to the County, the Division of Apprenticeship Standards,
or the Division of Labor Standards Enforcement. Contractor shall comply fully
with the provisions of Labor Code section 1776 in connection with the keeping and
disclosure of payroll records and shall also require all subcontractors to comply therewith.

17.4 The Department of Industrial Relations (DIR) has launched an online application
at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistration Form
for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application
before performing work on public works contracts in California. The application
also provides agencies that administer public works programs with a searchable
database of qualified contractors at https://efiling.dir.ca.gov/PWCR/Search.

Section 18. WORKING HOURS

In accordance with the provisions of sections 1810 to 1815 of the Labor Code, eight hours
labor shall constitute a day’s work, and no worker in the employ of Contractor, or any
subcontractor, doing any part of the work contemplated by this Contract, shall be required
or permitted to work more than eight hours in one calendar day or 40 hours in one calendar
week, unless such worker is paid for all hours worked in excess thereof at not less than 1-1/2 times the basic rate of pay. Contractor and each subcontractor shall keep an accurate
record showing the persons so employed and actual hours worked each calendar day and
each calendar week by all workers employed in connection with the work contemplated by
this Contract, which records shall be open at all reasonable hours to the inspection of
County and the Division of Labor Standards Enforcement. It is hereby further agreed that
Contractor shall forfeit as a penalty to County the sum of $25.00 for each worker employed
in the execution of this Contract by Contractor or any subcontractor for each calendar day
during which said worker is required or permitted to labor more than eight hours in any
one calendar day or 40 hours in any one calendar week in violation of sections 1810 to
1815 of the Labor Code.

Section 19. EMPLOYMENT OF APPRENTICES

Contractor agrees to comply with Labor Code sections 1777.5, 1777.6, and 3070, et seq.,
each of which is incorporated by reference into this Contract. In summary, those statutory
provisions require that contractors and subcontractors employ apprentices (as that term is
defined in section 3077 of the Labor Code) in apprenticeable occupations in the ratio
stipulated in the apprenticeship standards under which the apprenticeship program
operates, but in no case shall the ratio be less than one hour worked by an apprentice for
each five hours worked by a journeyman, unless an exemption is granted, and that
contractors and subcontractors shall not discriminate among otherwise qualified employees
as indentured apprentices on any public works on the ground of race, religious creed, color,
national origin, ancestry, sex, or age. Only apprentices who are in training under written
apprenticeship agreements shall be employed on public works in apprenticeable
occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

Section 20. GUARANTY

20.1 Contractor guarantees all equipment, materials, supplies, and work used in completing the Project. Should any of the materials or equipment prove defective or should the work as a whole or any part thereof prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the Project or any part thereof fail to operate properly as originally intended and in accordance with any plans and specifications, due to any of the above causes within 12 months (or such longer period of time as may be prescribed by law, the supplier, or the manufacturer) after the date on which the Project is accepted by County, Contractor agrees to reimburse County, upon demand, for County’s expenses incurred in restoring the Project to the condition contemplated, including, but not limited to, the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary to make such replacement or repairs, and the cost of testing the repaired or restored work, or, upon demand by County, to replace any such material and to repair said work completely without cost to County so that the Project will function successfully as originally contemplated. Contractor expressly agrees to act as co-guarantor of all equipment and materials incorporated in the Project, and Contractor shall supply County with all warranty and guarantee documents relative to such equipment and materials which are guaranteed or warranted by their suppliers or manufacturers. The provisions of this Section apply to work done by any subcontractors of Contractor as well as to work done by Contractor.

20.2 County shall have the unqualified option to make any needed replacement or repairs to the Project, or to have such replacements or repairs done by Contractor. In the event County elects to have said work performed by Contractor, Contractor agrees that the said work shall be accomplished and such materials as are necessary shall be furnished and installed and any testing of repaired and replaced materials or work shall be done within 45 days (or such other time period as County and Contractor may agree upon in writing), after the receipt of demand from County and at no additional cost to County. If Contractor shall fail or refuse to comply with Contractor’s obligations under this Section, County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Section 21. MISCELLANEOUS PROVISIONS

21.1 Utility Relocation. County shall comply with Government Code section 4215, regarding responsibility for the removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site, if such utilities are not identified by the County in the Contract Documents.
County shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of County or the owner of the utility to provide for removal or relocation of such utility facilities.

21.2 **Claims, Arbitration, Governing Law and Venue.** Any claim or demand, arising under or relating to the performance of this Contract, as defined in Public Contract Code section 9204(c)(1)(A-C) shall be subject to the procedures set forth in Public Contract Code section 9204 (A copy is attached hereto and made a part hereof). Any claim or demand for monetary compensation or damages, arising under or relating to the performance of this Contract, not defined in Public Contract Code section 9204(c)(1)(A-C) shall be resolved through arbitration through the rules and procedures contained in California Public Contracts Code section 10240 et seq. and of the California Public Works Contract Arbitration (PWCA) Program. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper court located in Shasta County, California.

21.3 **Non-Discrimination.** Contractor shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

21.4 **Assignment of Contract.** Contractor shall not assign or transfer by operation of law or otherwise any or all of Contractor’s rights, burdens, duties, or obligations under this Contract without the prior written consent of the surety on the performance bond, if any, and County.

21.5 **Notices.**

.1 Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent by first-class mail to the following address:

If to County
Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
530/225-5661; Fax 530/225-5667
21.6 Document or Report Prepared by Contractor. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, Contractor shall add: “This [document or report] is one of [number] produced under this contract.”

21.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon Contractor and County and their respective successors and assigns.

21.8 Severability. If any portion of this Contract or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Contract, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Contract are severable.

21.9 Amendments. Except as provided in Section 12, the terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.

21.10 Entire Agreement. This Contract and the other Contract Documents as defined in Section 6 hereof constitute the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor shall be entitled to no other benefits other than those specified herein. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

21.11 Contract Preparation. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be
deemed the party which created any uncertainty in this Contract within the meaning of Civil Code section 1654.

21.12 Property Taxes. Contractor represents and warrants that Contractor, on the date of execution of this contract, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this contract.

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF the parties have executed this Contract on the date shown below. By their signatures below, each signatory represents that he/she has the authority to execute this Contract and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: ____________________________

LAWRENCE G. LEES
County Executive Officer

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT REVIEW

By: ____________________________
    By: ____________________________
    David M. Yorton, Jr.
    Jim Johnson
    Senior Deputy County Counsel
    Risk Management Analyst II

CONTRACTOR
(VENDOR NAME)

By: ____________________________
    By: ____________________________

Print Name: ____________________________

Print Name: ____________________________

Title: ____________________________

Title: ____________________________

Date: ____________________________

Date: ____________________________

Contractor's License No: ____________________________

Taxpayer ID No: ____________________________

*See next page for Public Contract Code section 9204.
State of California

PUBLIC CONTRACT CODE

Section 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:
(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
   (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
   (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
   (C) Payment of an amount that is disputed by the public entity.
(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
   (B) “Public entity” shall not include the following:
      (i) The Department of Water Resources as to any project under the jurisdiction of that department.
      (ii) The Department of Transportation as to any project under the jurisdiction of that department.
(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on
an undisputed portion of the claim shall be processed and made within 60 days after
the public entity issues its written statement. Any disputed portion of the claim, as
identified by the contractor in writing, shall be submitted to nonbinding mediation,
with the public entity and the claimant sharing the associated costs equally. The public
entity and claimant shall mutually agree to a mediator within 10 business days after
the disputed portion of the claim has been identified in writing. If the parties cannot
agree upon a mediator, each party shall select a mediator and those mediators shall
select a qualified neutral third party to mediate with regard to the disputed portion of
the claim. Each party shall bear the fees and costs charged by its respective mediator
in connection with the selection of the neutral mediator. If mediation is unsuccessful,
the parts of the claim remaining in dispute shall be subject to applicable procedures
outside this section.

(C) For purposes of this section, mediation includes any nonbinding process,
including, but not limited to, neutral evaluation or a dispute review board, in which
an independent third party or board assists the parties in dispute resolution through
negotiation or by issuance of an evaluation. Any mediation utilized shall conform to
the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing,
the mediation conducted pursuant to this section shall excuse any further obligation
under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of
disputes under private arbitration or the Public Works Contract Arbitration Program,
if mediation under this section does not resolve the parties’ dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the
time periods described in this subdivision or to otherwise meet the time requirements
of this section shall result in the claim being deemed rejected in its entirety. A claim
that is denied by reason of the public entity’s failure to have responded to a claim, or
its failure to otherwise meet the time requirements of this section, shall not constitute
an adverse finding with regard to the merits of the claim or the responsibility or
qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear
interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a
claim against a public entity because privity of contract does not exist, the contractor
may present to the public entity a claim on behalf of a subcontractor or lower tier
subcontractor. A subcontractor may request in writing, either on his or her own behalf
or on behalf of a lower tier subcontractor, that the contractor present a claim for work
which was performed by the subcontractor or by a lower tier subcontractor on behalf
of the subcontractor. The subcontractor requesting that the claim be presented to the
public entity shall furnish reasonable documentation to support the claim. Within 45
days of receipt of this written request, the contractor shall notify the subcontractor in
writing as to whether the contractor presented the claim to the public entity and, if
the original contractor did not present the claim, provide the subcontractor with a
statement of the reasons for not having done so.
(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Added by Stats. 2016, Ch. 810, Sec. 1. (AB 626) Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)
Shasta County has been offering ACH/Direct Deposit to its vendors since 2002. This process allows the County to transmit vendor payments directly into a checking or savings account instead of printing and mailing a paper check. This service has become even more critical over the years with the increasing cost of postage and the closure of post offices. ACH/Direct Deposit is available to all county vendors, district employees, and county employees who receive payments from the County of Shasta.

For your convenience we have enclosed an ACH/Direct Deposit Authorization enrollment form. To elect to have future payments deposited directly into your bank account, please complete the form below, sign it and return it along with a voided check. Please complete this form in its entirety as incomplete forms will not be processed.

For questions about this form, please contact Auditor-Controller Accounts Payable area at (530) 245-6904.

Please note: Federal Reserve regulations require 2-3 banking days for transmission of funds to any account. Once Shasta County Auditor-Controller’s office approves the claim for payment, payees will receive an e-mail notification that confirms when the funds will be deposited.

Mail this form and voided check to Shasta County Auditor-Controller 1450 Court St. Suite 238, Redding, CA 96001-1671

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<th>BANKING INFORMATION:</th>
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<tr>
<td>Print &quot;VOID&quot; across the front of a check and attach it to this form or attach a printout from your financial institution that contains the correct routing and account number.</td>
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<td>Choose One:</td>
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<th>PERSONAL INFORMATION:</th>
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<td>Once activated, ALL future payments will be processed via ACH/Direct Deposit. To discontinue ACH/Direct Deposit, notify the Auditor’s office one week in advance of discontinue date.</td>
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I hereby authorize Shasta County to initiate direct deposits (or correcting entries to previous deposits) to my account. By signing below I hereby hold harmless the County of Shasta, its agents, and representatives for any misdirection, or miscreditation of the direct depositing of my accounts payable funds.

Signature Date