

**COUNTY OF GLENN
AGREEMENT BETWEEN THE COUNTY OF GLENN AND**

This Commercial Roofing Installation Contract (the “CONTRACT”) by and between COUNTY of Glenn (“COUNTY”) and _____ (“CONTRACTOR”) for the installation of a roofing system. This project is a Public Work and subject to prevailing wages as determined by the State Department of Industrial Relations (DIR). This project requires registration and electronic filing of certified payroll to COUNTY and DIR.

CONTRACTOR is a licensed California CONTRACTOR (License No. _____) with C-39 Roofing license classification.

1. RESPONSIBILITIES OF CONTRACTOR.

During the term of this agreement, CONTRACTOR shall provide all labor, equipment and all non owner supplied materials for the Roof Replacement Project(s) at Willows Memorial Hall and or the Glenn County Jail in Willows, CA for the County of Glenn. Work required to install a fully functioning Roofing System (the “Work”) are more fully described in, the Bid Package attached hereto and made a part of this agreement as EXHIBIT A.

2. RESPONSIBILITIES OF THE COUNTY.

COUNTY shall pay the CONTRACTOR upon receipt and approval of an itemized invoice in accordance with Exhibit A.

COUNTY shall provide access to subject project site(s), and any and all documentation held by COUNTY in relation to the subject project sites related to the structure and infrastructure of the buildings and grounds of COUNTY. Access to secured areas shall require security clearance and accompaniment by COUNTY. Any documentation provided to CONTRACTOR shall not be duplicated or copied by CONTRACTOR and is provided by COUNTY for the sole purpose of project.

3. COMPENSATION AND PAYMENT TERMS.

CONTRACTOR shall be paid the sum of \$ _____ after satisfactorily completing the duties described in this agreement.

3.1 Contract Price.

The total cost for performing CONTRACTOR’s Work to construct the Roofing System (the “Contract Price”) includes charges for all non owner supplied materials and labor for installation of the Roofing System, including use tax, shipping and handling of all equipment and materials, site preparation and clean up (the “Work”), and any building permit costs. The Contract Price is set forth in the Exhibit A. The Contract sum is the total amount payable by COUNTY to CONTRACTOR for completion of the work described

herein. **Total Contract sum shall not exceed \$ _____ unless otherwise modified in accordance with this Contract.**

3.2 Extra Work.

Extra Work Costs shall be determined based on a negotiated lump sum. Lump sum Extra Work Costs shall be negotiated based on estimated costs of Labor, material, taxes, tariffs, equipment, rental costs, third party fees, extra insurance costs, indirect costs, overheads and profit. Labor rates will be based on prevailing wage rates at the time of execution of the extra work.

4. BILLING AND PAYMENT.

CONTRACTOR shall invoice upon completion after final inspection approval of County Building Official on a COUNTY approved invoicing format. No payment shall be made until CONTRACTOR's Invoice has been furnished by CONTRACTOR and approved by the COUNTY. Total amount of payment shall not exceed the total value of the project as stated in Exhibit A plus any extra work costs agreed upon in accordance to this agreement.

COUNTY may dispute all or any part of payment when CONTRACTOR has failed to furnish any required submittals. **A payment shall not be considered acceptance of work.** Payments shall be subject to correction in subsequent estimates and the final estimate. For services satisfactorily rendered, and upon receipt and approval of CONTRACTOR's properly submitted invoice(s), the COUNTY agrees to compensate CONTRACTOR in accordance with the provisions herein. There shall be no additional compensation for travel, meals, lodging.

4.1 Retaining 10 Percent As Security.

COUNTY shall retain ten (10%) of the invoiced amount until completion of work is established by acceptance of manufacturer warranty, at which time COUNTY will release all retained amounts.

5. TERM OF AGREEMENT.

This agreement shall commence on the date of signing and shall terminate upon the satisfactory completion of the work described in this contract. The Contractor must complete the contracted work within allotted construction days from the date of permit issuance, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the County will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract and bid package documents.

6. TERMINATION OF AGREEMENT.

CONTRACTOR shall prosecute the work diligently to completion and in all events within the

time specified in this Contract. 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.

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.

7. TIME OF COMPLETION; SITE ACCESS.

Time is of the essence of this Contract. The parties agree that all work required by this project, including that of all other contractors and subcontractors for the COUNTY, if applicable, shall be performed in accordance with the construction days allowed under this agreement. CONTRACTOR will diligently perform the Work. CONTRACTOR will promptly begin mobilization and installation after a building permit is issued. COUNTY recognizes that changes in the Work, weather, equipment and material supply problems, labor disruptions and events beyond CONTRACTOR's reasonable control can alter any scheduled completion date. CONTRACTOR shall be entitled to an extension of contract time in the event the work or any part thereof is delayed by any cause beyond CONTRACTOR's control. COUNTY will grant CONTRACTOR unimpeded access to work areas, provide areas for storage of materials and garbage, and provide electricity and water necessary to perform the Work. COUNTY agrees to keep non-essential driveways clear and available for movement and parking of trucks during normal work hours. Emergency and Law Enforcement parking areas, driveways, and travel lanes shall remain clear and accessible at all times and shall not be used by CONTRACTOR for access to work areas, storage of materials or garbage.

8. PERFORMANCE AND PAYMENT BOND.

CONTRACTOR shall provide a Performance and Payment Bond in the full amount of the Contract. 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 payment bond and the performance bond at the time of the execution of this Contract.

8.1 Surety Bond Warranty. The payment and performance bond shall be warrantied for a period of one year commencing upon project completion/acceptance.

9. LIQUIDATED DAMAGES.

The time limit specified in Exhibit A is of the essence of this Contract. CONTRACTOR shall complete the Project by the Completion Date specified unless COUNTY agrees in writing to an extension of construction days. Failure to complete the work within the time and in the manner provided for by this Contract shall subject CONTRACTOR to liquidated damages. The actual occurrence of damages and the actual amount of the damages which COUNTY would suffer if the work 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 facilities 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 work 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 CONTRACTOR. CONTRACTOR will promptly begin mobilization and installation after a building permit is issued. Completion will be identified as final permit AND acceptance of manufacturer warranty. If CONTRACTOR does not complete individual projects identified within specified timelines as described in EXHIBIT A and CONTRACTOR is unable to justify delays via written change order CONTRACTOR will be liable for liquidated damages. The amount of liquidated damages to be paid by CONTRACTOR to COUNTY for failure to complete the work specified in this contract shall be two hundred dollars (\$500) for each day by which completion of the work is delayed beyond the timeline specified. 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.

10. SUBSTITUTIONS; EXTRAS AND CHANGES.

CONTRACTOR may, upon written mutual agreement between COUNTY and CONTRACTOR substitute substantially equal or better equipment and materials for those specified in this Contract. Any additions, changes, or alterations from the original specifications which may be required by COUNTY, unforeseen conditions, or any government entity or utility will constitute an extra for which CONTRACTOR will receive an equitable adjustment in the Contract Price and time for

performing this Contract. COUNTY shall not incur any extra such charge as a result of any negligent act or omission by CONTRACTOR. No changes will be performed without prior written authorization from COUNTY. Equipment replaced shall maintain a high standard of quality. The COUNTY shall approve all product and manufacturer cut sheets on new equipment and materials that are to be installed.

11. ENTIRE AGREEMENT; MODIFICATION.

This agreement constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this agreement, CONTRACTOR relies solely upon the provisions contained in this agreement and no others.

This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Contract. 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 understands it, and agrees to be bound by its terms and conditions.

12. NONASSIGNMENT OF AGREEMENT.

Inasmuch as this agreement is intended to secure the specialized services of CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY.

13. EMPLOYMENT STATUS.

CONTRACTOR shall, during the entire term of this agreement, be construed to be an independent CONTRACTOR and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONTRACTOR performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by CONTRACTOR shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of COUNTY is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONTRACTOR shall be fully responsible for payment of all taxes due to the State of California or the Federal Government which would be withheld from compensation if CONTRACTOR were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONTRACTOR's compensation. CONTRACTOR shall not be eligible for coverage under COUNTY's Workers' Compensation Insurance Plan nor shall CONTRACTOR be eligible for any other COUNTY benefit.

14. INDEPENDENT CONTRACTOR CLAUSE.

It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that CONTRACTOR is, and shall

remain throughout the term of this Agreement, an independent CONTRACTOR. CONTRACTOR agrees that he is not, and will not become, an employee, partner, agent, or principal of COUNTY while this Agreement is in effect. CONTRACTOR agrees that he is not entitled to the rights or benefits afforded to COUNTY's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. CONTRACTOR is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subCONTRACTORS. CONTRACTOR agrees to indemnify COUNTY for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the COUNTY resulting from CONTRACTOR's failure to comply with these provisions.

15. INSURANCE REQUIREMENTS.

CONTRACTOR shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees, and subCONTRACTORS. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

A. General liability: At least \$5,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The CONTRACTOR or CONTRACTOR's insurance carrier shall notify COUNTY if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$5,000,000 combined single limit per accident for bodily injury and property damage for autos used by the CONTRACTOR to fulfill the requirements of this contract, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

C. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Builder's Risk Insurance in the form of an installation floater that will provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation, and testing at County's site.

Such insurance shall include Glenn COUNTY, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to COUNTY. CONTRACTOR shall provide COUNTY with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar

language. If CONTRACTOR has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover CONTRACTOR and CONTRACTOR's employees and partners.

16. PROTECTION OF PERSONS AND PROPERTY.

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work done pursuant to this Contract. 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.

17. INDEMNIFICATION CLAUSES.

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.

CONTRACTOR shall further indemnify and save harmless County and all persons acting under it for all liability on account of any patent rights, copyrights or trade names which may affect the

articles or materials or their application under the specifications. CONTRACTOR shall pay all royalties or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment and shall hold the County harmless from any charges whatsoever which may arise, and shall furnish written assurance satisfactory to the County that such charges have been paid.

18. WARRANTY.

CONTRACTOR warrants that the material and workmanship provided by CONTRACTOR under this Contract will be free from defects for a period of twenty (20) years after County's acceptance, provided that CONTRACTOR is given prompt written notice of the defect. CONTRACTOR further warrants that all materials and worked performed under this Contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work. In addition, if replacement part or item of equipment proves defective, CONTRACTOR will extend to County the benefits of any warranty CONTRACTOR has received from the manufacturer. CONTRACTOR agrees to act on behalf of the County for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. County shall permit only CONTRACTOR's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If CONTRACTOR responds to a warranty call made at County's request and inspection indicates a condition which is not covered under this Contract, CONTRACTOR may charge County at the hourly rate for such services. CONTRACTOR charges a service fee for all service calls; however, this fee will be waived if CONTRACTOR determines that Customer's complaint is covered by any applicable warranty.

19. OPPORTUNITY TO REPAIR.

CONTRACTOR works hard to avoid disputes. In an effort to productively resolve any disputes that do arise, Customer agrees to provide CONTRACTOR written notice of any claimed defects and/or warranty claims within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. County will immediately report urgent problems or defects, including those presenting health or safety risks.

20. 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 Glenn County, California.

21. MARKETING AND SIGNAGE.

CONTRACTOR shall not be entitled to photograph the Roofing System(s) of Customer without the County's prior written consent. CONTRACTOR may not use photographs in its promotional materials and advertising without the prior written consent of County. Under no circumstances will CONTRACTOR release Customer's address without Customer's prior written consent. CONTRACTOR shall not place signage-identifying CONTRACTOR as the project contractor without the County's prior written consent.

22. LICENSING NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

23. MISCELLANEOUS.

23.1 Limitation of Liability.

Except to the extent of a party's indemnification obligations arising from third party claims, in no event shall either party be liable to the other party, whether in contract (including warranty), in tort or under any other legal theory or doctrine, for any indirect, special, incidental or consequential loss or damage of Customer, including without limitation, loss of profits or use, even if such loss or damage was or could have been foreseen.

23.2 Scope of Contract.

Time is of the essence in this Contract. No contractual rights arise until this Contract is accepted in writing, as evidenced by the signatures of both Customer and CONTRACTOR below. No modification or waiver of this Contract is valid unless in writing and signed by both the parties. This Contract constitutes the entire integrated agreement and supersedes all prior agreements and discussions. Neither party is bound by any representation, warranty, promise, statement, or information, unless it is specifically incorporated into this Contract. If a part of this Contract is held to be unenforceable for any reason, then that part will be stricken and the remainder of this Contract will remain in full force and effect. This Contract will bind and inure to the benefit of the parties' respective heirs, executors, administrators, successors, and assigns. This Contract may be executed and initialed in one or more counterparts. Faxed or e-mailed signatures are equally as effective and binding as originals. CONTRACTOR may at its discretion engage subcontractors to perform the entirety or any part of the Work. CONTRACTOR will pay such subcontractors and in all instances remain responsible for the proper completion of the Work.

23.3 Compliance with Law.

CONTRACTOR shall be informed of and comply with all Federal and State statutes, rules and regulations applicable to this Contract. The Contractor shall hold the County, its officers, agents, and employees harmless and indemnify and defend the County for any claims for damages arising out of the occurrences, accidents, or misuse by CONTRACTOR or subcontractors.

23.4 Permits and Licenses.

CONTRACTOR shall be licensed to do business in the state of California and shall obtain at CONTRACTOR' expense all license(s) and permit(s) required by law for accomplishing all work required in connection with this Contract. In the event any license(s) and/or permit(s) expire during this Contract, CONTRACTOR agrees to provide the County with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration. In the event CONTRACTOR fails to maintain all required license(s) and permit(s), the County may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such an event.

24. CONTRACTOR

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.

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.

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.

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.

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 this Contract.

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.

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.

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.

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.

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 16.9) 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.

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

25. PREVAILING WAGE RATES

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 Agency 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.

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.

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.

The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> 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>.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. NOTICES.

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Di Aulabaugh, General Services Director
525 W. Sycamore St., Ste B1
Willows, CA 95988

If to Contractor: _____

Notice shall be deemed to be effective two days after mailing.

32. DOCUMENT RETENTION

CONTRACTOR and COUNTY agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all federal and state audits are complete, whichever is later. Upon request, CONTRACTOR shall make available these records to COUNTY or state or federal government representatives.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this agreement between COUNTY of Glenn (“COUNTY”) and _____ (“CONTRACTOR”) for the installation of a Roof Replacement Project(s) (the “Roofing System”) on the day and year set forth below.

DATED: _____

DATED: _____

CONTRACTOR

COUNTY OF GLENN

John K. Viegas, Chairman

APPROVED AS TO FORM:

ATTEST:

ALICIA EKLAND, County Counsel
Glenn COUNTY, California

Di Aulabaugh, Clerk of the Board

EXHIBIT A
BID PACKAGE

PUBLIC CONTRACT CODE - PCC
DIVISION 2. GENERAL PROVISIONS [1100 - 22355]
(*Division 2 enacted by Stats. 1981, Ch. 306.*)

PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9203]
(*Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.*)

CHAPTER 9. Claims and Disputes [9201 - 9204]
(*Chapter 9 added by Stats. 1982, Ch. 1120, Sec. 5.*)

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 to 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.)