



**Town of Mammoth Lakes
Parks and Recreation Department
P.O. Box 1609, Mammoth Lakes, CA 93546
Phone: (760) 965-3690
Fax: (760) 934-7493
www.TownofMammothLakes.ca.gov**

June 19, 2024

Mike's Custom Flooring, Inc.
Attn: Michael Lujan, Business Manager
1351 Park Ave. Suite 102
Redlands, CA 92373

California Multiple Award Schedule (CMAS) Number: Tarkett 4-23-03-1070
Contractor's License # 426696
DIR # 1000017563

**RE: LETTER AGREEMENT WITH THE TOWN OF MAMMOTH LAKES AND MIKE'S
CUSTOM FLOORING, INC. FOR THE PURCHASE AND INSTALLATION OF THE
FLOORING AT THE COMMUNITY RECREATION CENTER (CRC)**

Dear Michael,

PARTIES: This letter shall be our agreement ("Letter Agreement") regarding: (i) the purchase by the Town of Mammoth Lakes ("Town") from Mike's Custom Flooring, Inc. ("Contractor") of the flooring listed below ("Flooring"); and (ii) Contractor's installation of the Flooring (the "Services") at the Community Recreation Center (CRC), located at 686 Old Mammoth Road. Contractor is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE: The Amenities and Services to be provided consist of the following and are provided for in more detail in Exhibit 'A' and illustrated in Exhibit 'B'.

- Purchase and installation by Contractor of approximately 9,729 square feet of Ecore Blade - Zebra #551, (Flooring) on a prepared concrete slab on areas illustrated in Exhibit 'B' using the appropriate adhesive as recommended by the manufacturer based on the most recent moisture test of the slab.
- Purchase and installation by Contractor of approximately 54 yards of Powerbond "Abrasive Action Walk Off" carpet (Flooring) on areas illustrated in Exhibit 'B'

Services shall be completed no later than August 31, 2024, provided that this date may be amended through mutual written agreement of Town and Contractor (which may be declined in the respective sole discretion of Town and Contractor), which shall not require a formal amendment of this Agreement.

STANDARD OF CARE: Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws.

Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

COMPENSATION: Contractor shall receive a not to exceed amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) for its work under this Agreement, which sum includes without limitation all material, personnel, and travel costs. If Contractor does extra work which is in addition to the project scope of work as identified in Exhibit "A" and that is agreed upon in writing by both parties, Town shall compensate Contractor on a time and materials basis or lump sum for such extra work. Such compensation shall be either for a lump sum agreed upon by Town and Contractor prior to the commencement of the extra work, or in accordance with a rate schedule agreed upon by Town and Contractor prior to the commencement of the extra work. Town shall pay Contractor in accordance with the payment schedule attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall submit invoices upon shipping and for work upon completion of its Services. Town shall pay such invoices within 30 days of their receipt. Exhibit "C" outlines the compensation schedule.

PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to provide services hereunder available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor shall comply, and shall require each subcontractor employed by Contractor to provide services pursuant to this Agreement to comply, with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. Contractor shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Contractor's work, Contractor shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Contractor shall ensure that all subcontractors employed by Contractor also remain so registered. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the contractor is registered to perform public work at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

INSURANCE: Contractor shall provide proof of commercial general liability and automobile insurance to Town in amounts and with policies, endorsements, and conditions required by Town for the Services. If Contractor is an employer or otherwise hires one or more employees to provide Services, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), providing coverage on an "occurrence" basis for bodily injury and property damage, including

products-completed operations, personal injury, and advertising injury; (2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed to provide a Waiver of Subrogation stating that the insurer waives all rights of subrogation against the indemnified parties. Notwithstanding the foregoing, if Contractor maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) Town, its officials, officers, employees, and agents shall be covered as additional insured with respect to the Services or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Town, its directors, officials, officers, employees, agents, and volunteers or, if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Town, its officials, officers, employees, and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way. With respect to the General Liability policy, the foregoing endorsements shall be made using standard ISO endorsement No. CG 2010 with an edition date of 2010 or later. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used). Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

TERMINATION: Town may terminate this Letter Agreement at any time with or without cause. If Town finds it necessary to terminate this Letter Agreement without cause prior to completion of installation of the Amenities, Contractor shall be entitled to be paid in full for those Amenities installed prior to the notification of termination. Contractor may terminate this Letter Agreement only upon 30 calendar days' written notice to Town only in the event of Town's failure to perform in accordance with the terms of this Letter Agreement through no fault of Contractor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Town, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of Contractor's Services or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall survive expiration or termination of this Letter Agreement and shall not be restricted to insurance proceeds, if any, received by Town, its directors, officials, officers, employees, agents, or volunteers.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of Contractor's obligations hereunder, including all Cal/OSHA requirements. By executing this Letter Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to Town or its representatives for inspection and copy at any time during normal business hours. Town shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors, and consultants performing any work relating to this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. By its signature hereunder, Contractor certifies that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor agrees to comply with such provisions before commencing performance of the Services. Finally, Contractor represents that it is an equal opportunity employer and shall not discriminate against any sub-consultant, employee, or applicant for employment in violation of state or federal law.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Mono County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code §§ 900 et seq. prior to filing any lawsuit against Town. Such Government Code claims and any subsequent lawsuit based upon Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against Town. If either Party commences an action against the other party arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees, as determined by the court.

ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. An original, executed copy is enclosed for your records.

TOWN OF MAMMOTH LAKES

Approved by:

Attest:

Rob Patterson
Town Manager

Jamie Gray
Town Clerk

CONTRACTOR

Reviewed and Accepted by MIKE'S CUSTOM FLOORING, INC.

Signature

Name

Title

Date

Exhibit 'A' – Contractors Scope of Work



MCF CMAS Quote

1351 Park Ave. Suite 102, Redlands CA 92373
 Office (909) 335-0400
 Contractor's License # 426696
 DIR # 1000017563

Project Name Mammoth Lakes - Community Recreation Center		Date 6/3/24	CMAS Quote # Tarkett 4-23-03-1070
Address 686 Old Mammoth Rd, Mammoth Lakes, CA 93546		Expiration Date 10/13/24	
Customer Name/Bidders Stuart Brown	Phone Number (714)965-3696	Email Address sbrown@townofmammothlakes.ca.gov	
Job Scope Supply and install new rubber sheet flooring, 4" rubber base. Scrape and prep concrete subfloor to manufactures installation specifications before.		Sales Person Michael Lujan (909) 294-0990	

Labor/Service Description	Color	Style	Qty.	Unit	Unit Cost	Price
Sports Flooring - FURNISH AND INSTALL	Zebra	Ecore-Blade	9,729	SF	\$16.00	\$155,664.00
Floor Prep (Portland Base) Material and Labor (100s/f per 10# bag to skim coat)			10,109	SF	\$0.55	\$5,559.95
4' Cove Base - FURNISH AND INSTALL	Match onsite (grey)		600	LF	\$4.50	\$2,700.00
Transition Strips and Labor			50	LF	\$6.00	\$300.00
			0			\$0.00
Hotel/Motel			62	EA	\$175.00	\$10,850.00
Food (Per Diem)			62	EA	\$75.00	\$4,650.00
Carpet Installation - Powerbond			54	YD	\$15.97	\$862.38
Abrasive Action II -2578 MODULAR			54	YD	\$75.39	\$4,071.06

Base Bid Total \$184,657.39

Sales tax included

MOISTURE MITIGATION COST (NOT INCLUDED IN BASE BID TOTAL)	Qty	Unit Cost	Subtotal
Install Primer	9,685 /SF	\$1.25 /SF	\$12,106.25
Bead Blast (not included in Floor Prep)	9,685 /SF	\$3.00 /SF	\$29,055.00
Furnish 100% Solids Epoxy Moisture Control System- Materials	9,685 /SF	\$1.50 /SF	\$14,527.50
Apply 100% Solids Epoxy Moisture Control System - Labor	9,685 /SF	\$0.75 /SF	\$7,263.75

Moisture Mitigation Total: \$62,952.50

Exclusions: *Moisture Remediation, Additional Moisture Testings, Weekend Hours, Furniture Moving, Disconnecting/Reconnecting any electronic appliances or Toilets, Power (utilities) and water, Excessive Floor Prep, Sanding, Self-Leveling, Concrete Reinforcements, Joint Fillers, Wood Refinishing, Wood Base Installation, Floor Protection, Floor Cleaning & Maintenance, Attic Stock, Phase Work, Porcelain/Ceramic Tile, Sealed Concrete, Epoxy Flooring, Floor Polish (VCT wax, etc). Vacuuming, Floor Sealer, Removal of partitions, Cutting door jambs, Double-layer demo, subfloor repair, HVAC and Temperature Control, Safety/Security Clearances and/or Training Costs per project, Trash Bin on jobsite, Flooring Materials, Flooring Adhesives*

Est. Timeline: (days)	24
Occupied:	No
Work Hours:	7am Standard Working Hours. February or March
Demo:	Excluded

Prep:	None Available
Furniture Moving:	Will be moved by owner
Install Directions:	Direct glue down of rubber 'Ecore Blade - Zebra' flooring & reducer at exposed edging. Install of rolled 'Abrasive Action Walk Off'
Plan(s):	Available
RH Test Date:	We will perform most of the RH testings a few months in advance. Then we will finish the rest of the RH testing a few weeks before the job starts.
Special Instructions:	The building and Concrete Slab must be acclimated to Manufacturer's recommended standards before installation of any materials.
Notes*:	This quote is based on using a High Moisture Glue. It is advised to use a 2-Part Epoxy Moisture Mitigation on all Testing that is over 95% RH.

Thank you,

Michael Lujan

Mike's Custom Flooring, Inc.

Expiration Date: 10/13/24

Terms & Conditions

This quote must be accepted in its entirety and will become part of the contract documents.

Field verification required before demo & install, footages may result in unit price increase

Price is subject to change pending material spec and install pattern or hours of work.

MCF warrants the work for a period of 1-year from the date of completion. Restrictions applied. This does not apply to patchback/repair work.

All work are based on Monday through Friday 7AM schedule. Any schedule requiring overtime, evening or weekend work will be an additional charge.

The contract price is based on one move-in (unless otherwise noted). Any additional moves will be billed as a Mobilization/Demobilization fee of up to \$2,500.

All floors receiving new finishes must be clean, free of paint, drywall mud, oil, no furniture, no electrical devices on the floor, and any other debris prior to MCF's scheduled arrival. Any additional floor prep will be billed immediately.

We cannot be held responsible for unknown circumstances. We make every effort to include every item we can foresee. For example, it is impossible to know if and how much sub-floor leveling may be required before the existing floor is removed. If leveling is required, an additional charge may apply. Other such circumstances arise from time to time. A copy of the Asbestos Report is required before the start of the job.

Concrete substrates must have a pH of less than 10 and a moisture emission (RH) reading less than 85%. If levels are exceeded, the moisture vapor emission control system MUST be used before installing any flooring. Failure to do so will void all warranties from manufacturer and Mike's Custom Flooring.

MCF and most flooring manufacturers require the HVAC system to be fully operational three days before installation and three days after installation. Failure to do so will result in a void of warranty.

Products made from natural materials (wood flooring, stone tile, ceramic tile, wool, real linoleum, etc.) have natural variations. Wood has knots and color variations. Marble has marbling. Ceramic tile is made from clay, which has natural variations in color and glazing. Wool is a natural product that has natural color variations. Client should expect variations. These natural variations are not defects, and no refund or replacement will be made for natural products that have normal color, texture, and appearance variations.

During these uncertain times due to COVID, lead times for all items may be extended longer than usual. We are doing our best to monitor these changes for all orders as quickly as we can. All material items are non-cancelable and non-refundable after purchase. Thank you for your patience and understanding.

MCF requires a minimum of 3 weeks lead time for starting new projects in order to plan and organize ahead of schedule for our labor, mobilization and logistics to ensure your project runs smoothly. If the jobsite is not ready when we show up, a mobilization fee will be charged. Scheduling of jobs cannot be done without a signed proposal or contract.

Due to the major volatility in raw material and shipping costs, both domestic and overseas products will be affected. We cannot hold our prices for more than 7 days. Please be sure to check in with your representative for any updates.

PAYMENT & BALANCE DUE

A minimum 50% deposit is required to schedule any work. Public Works excluded.

Remaining balance is due immediately upon completion of the job. Public Works excluded.

Mike's Custom Flooring offers the following credit terms: All accounts are due within 30 days of billing date. All past due accounts are subject a finance charge of 1.5% interest per month past due. Payments may be made via Cash, or Check made out to Mike's Custom Flooring. Debit and Credit payment are subject to a 3% fee.

For Card/Online Payments, a 3% Card Processing Fee may be applied on top of your total.

For payment arrangements, please contact Cathrine Bocanegra at (909) 335-0400 or by email at Accounting@mikescustomflooringinc.com.

I have read and agree to these terms...

Signature:	Date



Exhibit 'B' – Illustration of installed "Flooring"

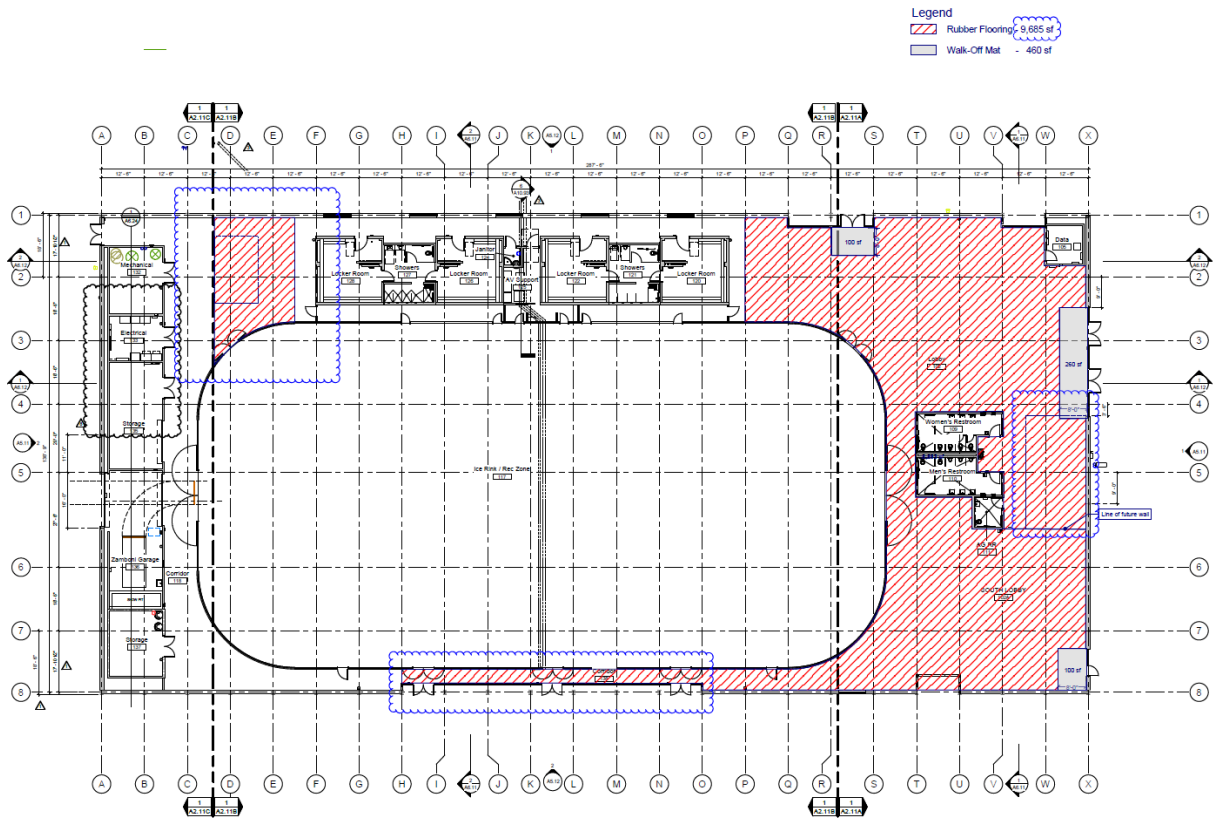


Exhibit 'C' - Payment Schedule

- A. Town shall pay a 50% deposit upon execution of this Agreement, with the balance of the Agreement paid upon completion of the work. Town shall pay the final invoice to the Contractor within 30 days of the receipt upon completion of Contractors Services.
- B. Contractor shall receive a sum not to exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) for its work under this Agreement, which sum includes without limitation all supplies, material, personnel, accommodation, per diem and travel costs.
- C. If Contractor does extra work which is in addition to the project scope of work as identified in Exhibit "A" and that is agreed upon in writing by both parties, Town shall compensate Contractor on a time and materials basis or lump sum for such extra work. Such compensation shall be either for a lump sum agreed upon by Town and Contractor prior to the commencement of the extra work, or in accordance with a rate schedule agreed upon by Town and Contractor prior to the commencement of the extra work.

DRAFT