

Request for Proposals

ON-CALL NUISANCE ABATEMENT SERVICES



Issued by:

**County of Del Norte
Community Development Department
Code Enforcement Division
981 H Street, Suite 110
Crescent City, CA 95531**

Date Issued: July 9, 2026
Date Proposals Due: July 31, 2026

For questions regarding this request for proposal (RFP), please contact:

Ryan Lopez, Sr. Code Enforcement Officer
Del Norte County – Community Development Department
Email: ryan.lopez@co.del-norte.ca.us Phone (707) 464-7254

All questions regarding this proposal must be submitted by email no later than 10:00 am on Wednesday, July 22, 2026. Deadline to submit a proposal is 4:00 PM on Friday, July 31, 2026.

Introduction

Thank you for your interest in this Request for Proposal (“RFP”). The County of Del Norte (“County”) intends to retain one or more qualified Contractors to provide on-call public nuisance abatement services for the Community Development Department (CDD), Code Enforcement Division, as described within this RFP throughout the County of Del Norte. This document details the scope of service to be performed and outlines the evaluation and selection process.

Proposed Initial Term

The County’s CDD is requesting proposals from one or more qualified Contractors to provide on-call public nuisance abatement services for the initial term beginning **August 11, 2026** through **June 30, 2029**. A term extension may be executed pending a review of performance for an additional three (3) years.

Proposal Submission

The original proposal and three (3) copies shall be submitted in a sealed envelope clearly marked with the proposal title and the proposal due date. Proposals must be received no later than **4:00 p.m. on Friday, July 31, 2026**, and delivered to:

**County of Del Norte
Community Development Department
Code Enforcement
981 H Street, Suite 110
Crescent City, CA 95531**

The outside of the sealed envelope shall be clearly marked "RFP – On-Call Public Nuisance Abatement Services". Proposals received after the hour specified will be returned unopened and will not be considered. The proposers must bear the cost of preparing and submitting their proposal. The County will not reimburse their cost.

County’s Objectives

The County would like to contract with a qualified and dependable Contractors that can provide on-call public nuisance abatement services as needed by the CDD. The County aims to provide timely, efficient and professional service responsive to the needs of the community within Del Norte County.

The intent of this RFP is to obtain Contractor-provided equipment, operators, labor, and related services necessary to perform public nuisance abatement activities. The County will provide for the cost of disposal of debris from the worksites, lawful access to the worksites and/or any required permits to conduct such work.

Scope of Services

The Contractor shall provide the following services to the County as requested:

- Remove abandoned vehicles, recreational vehicles, travel trailers from roadless areas to areas in which a tow truck can access.
- Clean and load into County provided debris boxes or dump trailers, or Contractor provided dump truck(s) or trailer(s) trash and debris to include but not limited to: discarded metal, appliances, waste (junk, trash or debris), or similar materials.
- Demolish nuisance structures.
- Demolish recreational vehicles, travel trailers or vessels unfit for safe towing or impossible to be moved otherwise.
- Haul large metal frames, vessels, burned out recreational vehicle chassis or other similar items to disposal location(s) identified by the County.
- Perform equipment-based tasks to conduct abatement of public nuisance conditions, protect life or property and/or the safety, health and wellbeing of the public.
- Provide general labor to assist with cleanup of private or public property under the direct supervision of the Code Enforcement Officer or his/her designee.

It is expected that the Contractor will have the following equipment available to perform the scope of services:

- Skid-Steer with Bucket
- Excavator with Thumb
- Backhoe with Thumb
- Dump Truck
- Flatbed Trailer suitable for hauling large metal modular trailer frames and similar shaped/size items
- Front-End Loader
- End Dump Truck

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The Code Enforcement Officer shall issue a Work Order identifying the abatement services requested for each project. Work Orders may be issued on a time-and-materials basis using the hourly rates submitted in Attachment A or, when determined by the County to be in its best interest, on a fixed-price basis for a defined scope of work. For Work Orders anticipated to exceed \$1,000, the Contractor shall provide an itemized written estimate for the County's review and approval prior to commencing work, unless otherwise authorized by the Code Enforcement Officer. The County reserves the right to negotiate the scope of work, pricing, and project-specific costs, including mobilization and demobilization, when appropriate for larger or more complex Work Orders. Each Work Order shall include a minimum of two (2) hours of onsite work and generally shall not exceed eight (8) hours unless otherwise authorized in advance by the Code Enforcement Officer.

The Contractor shall be responsible for all costs associated with mobilization and demobilization of personnel, equipment, and materials. Hourly billing shall commence only when the requested equipment, operator, and/or labor personnel have arrived at the worksite and are ready to begin work as directed by the County. No separate compensation shall be paid for travel time, mobilization, demobilization, equipment transport, or standby time unless specifically authorized in writing by the County.

The Contractor shall assign only qualified personnel to perform services under this Agreement.

Certain work assigned under this Agreement may constitute a "public works" project subject to California prevailing wage requirements. The County will identify when prevailing wage requirements apply to a specific Work Order. For those Work Orders, the Contractor shall comply with all applicable provisions of the California Labor Code, including, but not limited to, payment of prevailing wages, certified payroll reporting, apprenticeship requirements, and any other applicable labor compliance obligations.

The selected Contractor shall possess and maintain throughout the term of the Agreement all California Contractor licenses, certifications, registrations, and permits necessary to perform the requested work in compliance with applicable law.

Preference may be given to Contractors that own, lease, or otherwise have ready access to the equipment necessary to perform the requested services.

Contractor is expected to provide requested on-call services within a reasonable amount of time. At the time of request for services, the Code Enforcement Officer will consider the Contractor's other obligations to determine a reasonable amount of time for the fulfillment of the requested on-call services.

Contractor shall have the ability to send/receive work orders, invoices, and documents via electronic media. Electronic media shall be deemed to include, but is not limited to, email. Email shall have the capacity of receiving and/or sending large document files, including photographs.

It is expressly understood that in the performance of the services herein, Contractor, its agents and employees are acting in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County.

If a Contractor encounters problems with an argumentative or non-cooperative property owner or local designated agent, the Contractor should call the Del Norte County Code Enforcement Division (707) 464-7254 or if an emergency arises DIAL 911.

Failure to perform work as assigned, submittal of improper invoices, failure to conform to the requirements of any provision contained herein or in the work order, may result in termination at the discretion of the County.

Submittal Requirements

Candidates shall submit proposals that thoroughly respond to the items listed below. The most effective proposal will address the issues in this section, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response. The proposal must be organized and presented in the exact order as outlined in this section. Failure to do so may remove the proposer/Contractor from further consideration.

1. Statement of Understanding.

A brief description of the approach to the performance of the work requested that illustrates the proposer's understanding of the nature of work being requested and the cost of services presented in the proposal.

2. Scope of Work

Complete Attachment A by providing the proposed hourly rates for equipment and labor, identifying all applicable California Contractor license classifications and CSLB license numbers, and listing any additional classifications or services available to the County.

3. Proposed On-Call Team Members

Provide a brief description of the primary Contractor along with an organizational chart of the team indicating the primary responsible representative(s) and title(s). Designation of a single point of contact for the service is required. Provide the role and relevant background experience of the primary individual(s) involved in the on-call roster, e.g. a brief description of the qualifications of the personnel and responsibilities should be included.

4. References

Include a minimum of three (3) references of persons, firms, or agencies that County staff may contact to verify the experience of the proposer, preferably involving work similar in scope and nature to the services requested under this RFP.

5. A signed Agreement for On-Call Nuisance Abatement Services

Attachment B is a County Agreement for On-Call Nuisance Abatement Services. Proposers interested in proposing on this RFP should be prepared to enter into the Agreement under the standard terms and should be able to provide proof of the required insurance (general liability, workers' compensation, etc.). If the County is unable to negotiate a satisfactory Agreement, with terms and conditions the County determines, in its sole judgment, to be fair and reasonable, the County may then commence negotiations with the next most qualified Contractor in sequence, until an Agreement is reached or determination is made to reject all submittals

6. Duration of Proposal

Proposals shall remain effective for a minimum of 90 days beyond the submittal date.

Should you choose to respond, these items must be provided no later than July 31, 2026, by 4:00 p.m.

For questions regarding this RFP, please contact Ryan Lopez by email at ryan.lopez@co.del-norte.ca.us or (707) 464-7254.

Anticipated schedule for selecting a Contractor:

Proposals Due: **July 31, 2026**

County Review of Proposals: **Estimated 1 to 2 weeks**

Award of Agreement: **August 11, 2026 or August 25, 2026 – subject to change**

Evaluation Process

After the proposals are received and opened by the County, a selection committee shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the proposer possesses the professional qualifications necessary for the satisfactory performance of the services required. In reviewing the proposals, the County may consider the following:

- a. The Contractor's understanding of the RFP;

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- b. The experience and past performance of the Contractors in completing similar work. The County may consider the Contractor's time and accurate completion of similar projects within budget.
- c. The feasibility of the proposal based upon performance and methodology to be used by the Contractor. This includes a demonstration of the dedication of resources to undertake and complete the Scope of Work within a reasonable time and budget.

After completion of the review of the proposals, the County will rank the proposals based on the demonstrated competence and qualifications in accordance with established/advertised criteria. The ranking criteria are as follows:

- a. Understanding of work to be done
- b. Quality of past performance on similar projects
- c. Qualification of On-Call Team Members
- d. Knowledge of local conditions (i.e. topography, weather, etc.)
- e. Fee Proposal

The County may select one or more Contractors to provide on-call nuisance abatement services based on demonstrated competence, qualifications, experience, availability of equipment and personnel, proposed rates, and the ability to perform the requested services in a timely manner. Selection will not be based solely on cost, and the Agreement(s) may not be awarded to the lowest-cost proposer. Contractors will be evaluated in accordance with the criteria identified in this RFP. Selection for the on-call list does not guarantee any minimum amount of work. Work assignments will be issued at the County's sole discretion based on project needs, Contractor availability, qualifications, equipment, and other factors determined to be in the County's best interest.

After the submittals are evaluated and ranked, the County, at its sole discretion, may elect to interview one or more proposers. Please note that proposers may be asked to submit additional documentation. In addition, the County reserves the right to select a proposal without conducting interviews.

If a recommended Contractor is identified, it will be to the most qualified Contractor with whom the County is able to successfully negotiate the compensation and terms and conditions of any and all Agreements. Once the recommended Contractor is selected, staff will make a recommendation to the Del Norte County Board of Supervisors. Final selection of a Contractor, terms and conditions of any and all Agreements, and authority to proceed with these services, shall be at the sole discretion of the County.

General Conditions

Potential proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP, including the County's Independent Contractor Agreement, attached hereto and incorporated herein. By submitting a proposal, Contractor

represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Contractor has conducted such additional investigation as it deems necessary and convenient, that Contractor is capable of providing the services requested by the County in a manner that meets the County's objectives and specifications as outlined in this RFP, and that Contractor has reviewed and inspected all materials submitted in response to this RFP. Once selected, the Contractor's failure to have read or become familiar with the conditions, instructions, and specifications contained herein shall not constitute grounds for modifying the Agreement or requesting additional compensation.

Non-Discrimination Requirement

By submitting a proposal, the Contractor represents that it and its subsidiaries will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

Conditions of Proposal Acceptance

This RFP is not an offer by the County to enter into an Agreement with any proposer. This RFP does not commit the County to award an Agreement, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The County reserves the right to waive any irregularities or informalities contained within this RFP, and/or reject any or all proposals received because of this request; negotiate with any qualified source or to cancel the RFP in whole or in part. All proposals and material submitted will become the property of the County and will not be deemed confidential or proprietary.

The County reserves the right to award one or more Agreements, in whole or in part, as determined to be in the County's best interest. The County and the Contractor may mutually agree to amend the Agreement to include additional services at a later date. The County may elect to stop work at any time in the contract and will pay for work completed to that point on a time basis.

Attachment A

Rate Schedule and Contractor License Information

Hourly Rate for Equipment Use

Type of Equipment	Machine Make/Model	Hourly Rate
Excavator (with thumb)		
Backhoe (with thumb)		
Dump Truck		
Trailer / Hauling Equipment		
Flatbed Trailer		
Front-End Loader		
End Dump Truck		
Skid-Steer with Bucket		
Other		

Labor Rate Schedule

Labor Classification	Standard Hourly Rate	Prevailing Wage Hourly Rate
Equipment Operator		
Laborer		
Truck Driver		
Other (Specify)		
Other (Specify)		
Other (Specify)		

The County reserves the right to request either hourly time-and-materials pricing or a fixed-price proposal for individual Work Orders based on the nature and complexity of the work.

Contractor License Information

CSLB License Classification	CSLB License No.	Expiration Date	License Holder (if different from Proposer)

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Attachment B

Agreement for On-Call Nuisance Abatement Services

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into This Click or tap here to enter text. th day of Click or tap here to enter text., 20 Click or tap here to enter text., by and between Del Norte County, a political subdivision of the State of California ("County"), and Click or tap here to enter text. ("Contractor").

RECITALS:

- A. County has determined that it is desirable to retain Contractor to provide On-Call Nuisance Abatement Services; and
- B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. Contractor represents and warrants that Contractor is an independently established business entity formed as a sole proprietorship, that customarily provides services of the same nature as the services provided for County under this Agreement; and
- D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and
- E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and
- F. The County desires to retain Contractor to perform the proposed services. County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include On-Call Nuisance Abatement Services ("Services").
2. Term. Services under this Agreement shall commence on July 1, 2026, and shall continue until June 30, 2029, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be Hourly rate set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed [Click or tap here to enter text.](#)(\$[Click or tap here to enter text.](#)). The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

C. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly labor rate.

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:
Ryan Lopez, Sr. Code Enforcement Officer
981 H Street, Suite 110
Crescent City, California 95531
Telephone: 707-464-7254

If to Contractor:
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Telephone: 707-954-0504

Notice shall be deemed to be effective two (2) days after mailing.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

10. Insurance.

A. Insurance Requirements. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, 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 sub-contractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Contractor shall furnish to the County certificates of insurance including all required amendatory endorsements or copies of the applicable policy language affective coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retentions, with respect to the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage as respects the County, its officers, officials, and employees. Any insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

B. Insurance Required:

- i. Commercial General Liability (CGL): Insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and

personal and advertising injury, with a limit no less than two million dollars (\$2,000,000.00) per occurrence, and four million dollars (\$4,000,000.00) in aggregate.

- ii. Automobile Liability: Insurance covering any auto, including owned autos, hired, and non-owned autos, with a limit no less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- iii. Workers' Compensation: as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
 - a. *Workers' Compensation and Employer's Liability Insurance is not required if the Contractor provides written verification it has no employees.*
- iv. Pollution Legal Liability: Insurance with limits no less than one million dollars (\$1,000,000.00) per occurrence or claim, and two million dollars (\$2,000,000.00) in aggregate; insurance must include coverage for asbestos legal liability.

Del Norte County, its elected officials, officers, and employees are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor.

Coverage shall not be reduced or canceled without thirty (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 the Contractor maintains broader coverage and/or higher limits than the minimums required by this agreement, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three (3) years after County's final payment:

A. Contractor shall allow County's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

14. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

15. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

16. Termination. County and Contractor may terminate or amend this Agreement for any reason upon thirty (30) days written notice to the other party. If in the opinion of the County, Contractor fails to perform the Services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Agreement immediately, upon notice.

17. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Del Norte.

18. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

19. Prevailing Wages. To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Contractor fails to do so, Contractor shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

20. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of

the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

22. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

23. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

24. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

25. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

26. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF Del Norte

CONTRACTOR

By: _____
Joey Borges, Chair
Board of Supervisors

By: _____
Click or tap here to enter text.,
Click or tap here to enter text.

APPROVED AS TO FORM:

By: _____

Jacqueline Roberts

County Counsel, Del Norte County

Exhibit "A" – Scope of Services

The Contractor shall provide the following services to the County as requested:

- Remove abandoned vehicles, recreational vehicles, travel trailers from roadless areas to areas in which a tow truck can access.
- Clean and load into County provided debris boxes or dump trailers, or Contractor provided dump truck(s) or trailer(s) trash and debris to include but not limited to: discarded metal, appliances, waste (junk, trash or debris), or similar materials.
- Demolish nuisance structures.
- Demolish recreational vehicles, travel trailers or vessels unfit for safe towing or impossible to be moved otherwise.
- Haul large metal frames, vessels, burned out recreational vehicle chassis or other similar items to disposal location(s) identified by the County.
- Perform equipment-based tasks to conduct abatement of public nuisance conditions, protect life or property and/or the safety, health and wellbeing of the public.
- Provide general labor to assist with cleanup of private or public property under the direct supervision of the Code Enforcement Officer or his/her designee.

It is expected that the Contractor will have the following equipment available to perform the scope of services:

- Skid-Steer with Bucket
- Excavator with Thumb
- Backhoe with Thumb
- Dump Truck
- Flatbed Trailer suitable for hauling large metal modular trailer frames and similar shaped/size items
- Front-End Loader
- End Dump Truck

Exhibit “B” – Labor and Equipment Rates

Labor Rate Schedule

Proposers shall provide standard hourly billing rates for the classifications identified below. Rates shall include all labor, supervision, overhead, administrative costs, insurance, tools, equipment customarily associated with the classification, and profit unless otherwise specified.

The County reserves the right to determine whether any assignment, task order, or project issued under the resulting agreement constitutes “public works” subject to California prevailing wage requirements. Any work determined by the County to be subject to prevailing wage shall be compensated in accordance with applicable California Department of Industrial Relations (DIR) prevailing wage requirements in effect at the time the work is performed.

Contractor shall be responsible for compliance with all applicable California Labor Code prevailing wage requirements, including payment of prevailing wages where required.

Classification	Standard Hourly Rate
Equipment Operator	\$ _____
Laborer	\$ _____
Truck Driver	\$ _____
Other	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

Hourly Rate for Equipment USE

Equipment Description	Machine Make/Model	Hourly Rate
Excavator (with thumb)		\$ _____
Backhoe (with thumb)		\$ _____
Dump Truck		\$ _____
Trailer / Hauling Equipment		\$ _____
Flatbed Trailer		\$ _____
Front-End Loader		\$ _____
End Dump Truck		\$ _____
Skid-Steer with Bucket		\$ _____
Other:		\$ _____