

COUNTY OF DEL NORTE
County Administrative Office
981 H Street, Suite 210
Crescent City, CA 95531

INVITATION TO BID

For

**DEL NORTE COUNTY FLORENCE KELLER PARK AND
CAMPGROUND FENCE CONSTRUCTION PROJECT**



Notice is hereby given: The Del Norte County Administrative Office is inviting competitive bids for a public contract for construction of a fence within Florence Keller Park and Campground.

Date Issued: Wednesday, October 7, 2026

Pre-Bid Site Visit (Required): Thursday, October 15, 2026 at 2 p.m. at 3400 Cunningham Lane, Crescent City, California (at Large Picnic Area).

Bid Submission Deadline: Thursday October 29, 2026 by 3 p.m.

Mail or Deliver Proposals to: Antoinette Self
Del Norte County Administrative Office
981 H Street, Suite 210
Crescent City CA 95531

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NOTICE AND INVITATION TO BID

1. **Bid Submission.** The County of Del Norte (“County”) will accept sealed bids for its Fence Construction project located at 3400 Cunningham Lane, Crescent City, CA. (“Project”) by or before October 29, 2026 at 3 p.m. in the County Administrative Office, in care of Antoinette Self, located at 981 H Street, Suite 210, Crescent City, California 95531, at which time the bids will be opened and publicly read aloud.
2. **Project Location:** Florence Keller Park and Campground located at 3400 Cunningham Lane, Crescent City, California, Del Norte County.
3. **Project Description.** The proposed project involves the construction of a sturdy, attractive 2-rail ranch style fence along a designated area within Florence Keller Park and Campground. The exact program area is identified in Exhibit A (aerial photo).
4. **Scope of Work.** Scope of Work: The Project will include the following work (“the Work”):
 - Construct, not to exceed 580 linear feet of heavy weight composite/ 2 rail ranch style fencing in a sand/tan color to match existing fences within Florence Keller Park/Campground.
 - Posts shall be 5” x 5” x 7’ and set in concrete at 8ft spacing. All posts shall be set in 2’ of real cement and posts set tall so that the fence line will not dip between the septic mounts. Distance from the bottom rails to ground will vary based on the ground grade.
 - Rails shall be 1.5” x 5.5” x 8’.
 - A majority of the ground consists of 6 large mounds and the fence is to be level and not follow the terrain.

The fence shall be constructed using materials and specifications substantially similar to those identified in Exhibit B.

It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

5. **License and Registration Requirements.** This is a public works project. Bidder is hereby notified that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, subject to limited exceptions. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The successful bidder must have a valid California contractor’s license and be able to produce evidence of the appropriate classification(s).

6. **Prevailing Wage Requirements.** Bidder is hereby notified that prevailing wages, as determined by the Director of the Department of Industrial Relations of the State of California, must be paid pursuant to Section 1720 et seq. of the California Labor Code. Copies of the Prevailing Wage Schedule may be obtained from the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, California, 94101, telephone (415) 703-4774 (web site: www.dir.ca.gov). The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
7. **Pre-Bid Site Visit.** A mandatory pre-bid site visit will be held at the large picnic area within Florence Keller Park and Campground located at 3400 Cunningham Lane, Crescent City, California 95531 on October 15, 2026 at 2:00 p.m. to acquaint all prospective bidders with the contract documents and worksite. A bidder who fails to attend this mandatory pre-bid site visit will be disqualified from bidding.
8. **Performance and Payment Bonds.** The successful Bidder shall furnish a Performance Bond and a Payment Bond, each in an amount not less than one hundred percent (100%) of the Contract Price. Each bond shall be issued by an admitted surety authorized by the California Insurance Commissioner to transact surety insurance in the State of California.
9. **Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
10. **Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of one percent of the bid price, using the Subcontractor List form included with the Contract Documents.
11. **Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal.

By: 
Antoinette Self
Administrative Programs Manager

Date: October 7, 2026

END OF NOTICE AND INVITATION TO BID

INSTRUCTIONS TO BIDDERS

To be considered, bids must be timely submitted and made in accordance with these Instructions to Bidders.

1. **Bid Submission.** Bids shall be completed and executed on unaltered Bid Forms furnished by the County with this bid packet. Submissions must be in person or by mail, but in either event, must be received by or before the deadline. Faxed or emailed Bid Proposals will not be accepted; late submissions will be returned unopened. County reserves the right to postpone the date or time for receiving or opening bids.

Bid documents, including the Bid Form and certificate from Surety, shall be enclosed in a sealed envelope directed to:

Del Norte County
Office of Administration
Attn: Antoinette Self
981 H Street, Suite 210
Crescent City, California, 95531

The words "SEALED BID FOR THE DEL NORTE COUNTY FLORENCE KELLER PARK AND CAMPGROUND FENCE CONSTRUCTION PROJECT" along with the name of bidder and the date and time for bid opening must be written on the outside of the sealed bid envelope.

It is a misdemeanor for any person to submit a Bid to a public agency in order to engage in the business or act in the capacity of a Contractor within California without being licensed for the work included in these bidding requirements.

2. **Bid Form and Enclosures.** All bids must be typewritten or printed in ink. Numbers must be stated both in writing and in figures. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from County. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead. County reserves the right to reject all bids.

All Bids must be regular in every respect. No interlineations, excisions or special conditions shall be made or included in the Bid Form. The County may consider as irregular any bid on which there is an alteration of or departure from the Bid Form provided and, at its option, may reject bids submitted on altered Bid Forms. Bids shall not contain any recapitulation of work to be done, and alternative proposals will not be considered unless called for. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A bid submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each bid must be accompanied by bid bond, and by a

completed Subcontractor List and Non-Collusion Declaration using the forms included with this invitation to bid.

3. **Inspection of Site and Documents.** Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the existing conditions thereto relating to construction and labor, and should fully inform themselves as to the site and the difficulties and restrictions attending the performance of the Contract. The Contractor will not be given extra payments for conditions, which can be determined by examination of the site and documents. The Bidder shall thoroughly examine and familiarize him/herself with all other Contract Documents.
4. **Authorization and Execution.** Bids shall be signed in longhand with name typed below signature. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a Contract under California Corporation Code § 313.
5. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the County, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for one hundred percent of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of thirty (30) days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
6. **Bidders Interested In More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
7. **Pre-Bid Investigation.**
 - 7.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the County or the Project site without prior written authorization from County.

7.2 Document Review. Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying County of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the County no later than five working days before the scheduled bid opening. County expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by County.

7.3 Project Site. Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the County in writing. Any subsurface exploration at the Project site must be done at the bidder’s expense, but only with prior written authorization from County. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder’s field investigation. The bidder may request access to underlying or background information on the Project site in County’s possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

7.4 Utility Company Standards. The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, “utility owners”). The successful bidder may be required by the third-party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third-party utility owners about their requirements before submitting a Bid Proposal.

- 8. Interpretations of Addenda, Substitutions and Questions.** No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County Administration Office. Any inquiry received after 5pm on October 14, 2026 will not be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file at the Del Norte County Administration Office, at least three days before Bids are opened. In addition, all addenda will be mailed or sent via electronic facsimile to each person holding Contract Documents, but it shall be the Bidder’s responsibility to

make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

9. **Reservation of Rights.** County reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within sixty days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the County's expectations at the time the Notice Inviting Bids was first issued. County is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the County determines, in its sole discretion, the appropriate time for commencing the Work. The County expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the County in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
10. **Licenses.** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license (if applicable) within five days following County's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license (if applicable) before performing any Work.
11. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
12. **Performance Bond.** Each Bidder must accompany his Bid with signed certification from an Admitted Surety company, an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during the 2026 calendar year, and acceptable to the County. This certification shall be in favor of the County, stating that such Surety company will provide the Bidder, if awarded the Contract, with a proper Performance Bond for one hundred percent (100%) of the Contract Price as security for the faithful performance of all work under the Contract and payments of all charges in connection therewith. The cost of the Performance Bond shall be included in the Bid.
13. **Payment Bond.** Because the Work constitutes a public works project, the Contractor shall furnish a payment bond in an amount equal to one hundred percent (100%) of the total Contract Price, in a form provided or approved by the County. No Work shall commence, and no payment shall be made to the Contractor, until the bond has been received and approved by the County.

- 14. Modification or Withdrawal.** Bid Proposals may not be modified, withdrawn or canceled by the Bidder for thirty (30) days following the date designated for the receipt of Bids. Prior to the time and date designated for the receipt of Bids, Bids submitted early may be modified or withdrawn by written notice to the party receiving Bids at the place, and prior to the time, designated for receipt of Bids. Such notice must have been mailed or postmarked prior to date and time set for receipt of Bids. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.
- 15. Equal Employment and Non-Discrimination.** Attention to Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation.
- 16. Bid Opening.** Bid opening will be public. Bids will be evaluated and presented to the County for consideration.
- 17. Bid Review.** Prior to the County's award of the Contract, the County shall have the right to review the Bids. If required by the County, the Contractor will submit any information required to evaluate Bids, including subcontractors' written Bids, Bonds, cost breakdowns, financial status, work experience and status of license.
- 18. Bid Protest.** Any bid protest must be in writing and received by the County at the Del Norte County Administrative Office, 981 H Street, Suite 210, Crescent City, CA, before 5:00 p.m. no later than two working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:
- ◆ Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - ◆ The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

- ◆ A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest
- ◆ The protested bidder may submit a written response to the protest, provided the response is received by County before 5:00 p.m., within two working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
- ◆ The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

19. Award of Contract. The Contract will be awarded to the responsible Bidder submitting the lowest responsible Bid, complying with the conditions of the Instructions to Bidders. Award will be made at the next regularly scheduled Board of Supervisors meeting if time permits. The Bidder to whom the award is made will be notified immediately. The County, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the County's interest.

20. Form of Agreement. Form of Agreement, which the successful Bidder will be required to execute, is incorporated as part of these Bid Documents.

21. Execution of Agreement. Subsequent to the award and within ten (10) days, the Successful Bidder shall execute the Agreement between County and Contractor.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the ten (10) day period specified in the above paragraph, furnish a surety bond in a penal sum not less than the amount of the Base Bid, as awarded, covering the faithful performance of the Contract and the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by Bidder in performing the work. Such Bond shall bear the same date as or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any Surety company shall be attached to such Bond. This Bond shall be in a form acceptable to the County and shall be signed by a guaranty or an Admitted Surety company licensed to do business in the state of California and acceptable to the County.

The failure of the successful Bidder to execute such Agreement within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the County may grant, shall constitute a default, and the County may either award the Contract to the next lowest responsive Bidder or re-advertise for Bids. If a more favorable Bid is received by re-advertising, in either case, the defaulting Bidder shall have no claim against the County.

22. **Time of Completion.** The Bidder agrees to begin work on a date to be specified in a written "Notice to Proceed" issued by the County. During the progress of the work, requests for time extension of the construction period must be submitted to the County for approval.
23. **Liquidated Damages.** Work shall be completed within one-hundred eighty (180) working days from the date of the Notice to Proceed. Extensions of time request may be authorized by the County for a period of up to ten (10) additional working days due to inclement weather. Contractor agrees to pay as and for the liquidated damages the sum of Fifteen Hundred Dollars and Zero Cents (\$1,500.00) per day for each calendar day beyond the time fixed for completion.

END OF INSTRUCTIONS TO BIDDERS SECTION

BID PROPOSAL FORM

TO: DEL NORTE COUNTY
OFFICE OF ADMINISTRATION
ATTN : ANTOINETTE SELF
981 H STREET, SUITE 210
CRESCENT CITY, CALIFORNIA 95531

FOR: DEL NORTE COUNTY FLORENCE KELLER PARK AND
CAMPGROUND FENCE CONSTRUCTION PROJECT

BIDDER: Name: _____
Title: _____
Company: _____

Bidder hereby submits this bid proposal to the County of Del Norte for the above-referenced project in response to the Notice and Invitation to Bid and in accordance with the contract documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and costs as priced below:

Total Bid Amount (Florence Keller
Park and Campground Fence (\$ _____)
Construction Project)

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the County based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

3.1 Examination of Contract Documents. Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are

no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

3.2 Examination of Worksite. Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder Responsibility. Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

3.4 Responsibility for Bid. Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

3.5 Nondiscrimination. In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

3.6 Iran Contracting Act. If the Contract Price exceeds one million dollars (\$1,000,000), Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

- 4. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten (10) days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

4.1 Execute Contract. Enter into the Contract with County in accordance with the terms of this Bid Proposal, by signing and submitting to County the Contract prepared by County using the form included with the Contract Documents;

4.2 Submit Required Bonds. Submit to County a payment bond and a performance bond, each for one hundred (100%) percent of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 Insurance Requirements. Submit to County the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten (10%) percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to County and issued by _____ [bank name] in the amount of \$ _____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to County and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20____.

s/ _____ Name and Title

s/ _____
[See Section 4 of Instructions to Bidders] Name and Title

Company Name License #, Expiration Date,
Classification

Address DIR Registration #

County, State, Zip Phone

Contact Name Contact Email

END OF BID PROPOSAL FORM

[To be completed and submitted with bid.]

[illegible]

NONCOLLUSION DECLARATION

[To be executed by bidder and submitted with bid.]

The undersigned declares:

I am _____
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title) of _____ (Insert name of bidder),

The party making the foregoing bid submitted herewith declares:

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C. Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____ [date], at _____ [County], _____ [state].

[signature]

[name and title]

END OF NONCOLLUSION DECLARATION

BID BOND

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the County of Del Norte (“County”) for work on the Del Norte County Florence Keller Park and Campground Fence Construction Project. Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to County as obligee in the penal sum of ten (10%) percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with County in accordance with the terms of the Bid.
2. **Submittals.** Within ten (10) days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to County the following:

2.1 **Contract.** The executed Contract, using the form provided by County in the Project contract documents (“Contract Documents”);

2.2 **Payment Bond.** A payment bond for one hundred (100%) percent of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

2.3 **Performance Bond.** A performance bond for one hundred (100%) percent of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and

2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.

3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to County. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn:

Address:

County/State/Zip:

Phone :

Fax :

Email :

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for sixty (60) days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

Business Name: _____

s/ _____ Date _____

Name, Title _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER: _____

Business Name _____

s/ _____ Date _____

Name, Title _____

END OF BID BOND

ATTACHMENT A
FORM AGREEMENT

County of Del Norte

PUBLIC WORKS AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2025, by and between the County of Del Norte, hereinafter called the County and _____, hereinafter called the Contractor.

1. Contractor's Services.

The Contractor, in consideration of the promises of the County hereinafter set forth, hereby agrees to furnish all materials, labor, required submittals, tools and equipment necessary for the completion and the installation of an Del Norte County Florence Keller Park and Campground Fence Construction Project and said work to be performed and completed in accordance with this Agreement, including the following "Contract Documents" which are hereby incorporated by reference into this Agreement and made a part hereof as though fully set forth herein:

- a.** Addendum(s) No(s).
- b.** Bid Proposal for Project ID No.
- c.** Special Provisions for Project ID No.
- d.** Plans for Project ID.
- e.** Notice Inviting Bids for Project ID No.
- f.** Instructions to Bidders dated

2. Period of Performance and Liquidated Damages.

Contractor shall secure all necessary parts and materials necessary to perform and complete all work under this Contract within one hundred and eighty (180) working days, beginning the effective date of the Notice to Proceed ("Contract Time. Contractor shall perform its work in strict accordance with any completion schedule, construction schedule or project milestones developed by the County. Such schedules or milestones may be included as part of the Bid Book, or may be provided separately in writing to the Contractor. Contractor agrees that if such work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the County will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, the sum of Fifteen Hundred Dollars and Zero Center (\$1,500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3. Prevailing Wage Rates.

The Contractor agrees to comply with the provisions of Sections 1771 and 1774 of the California Labor Code pertaining to the payment of prevailing wage rates, and to require each of its subcontractor to so comply. Pursuant to Section 1775 of the California Labor Code, the Contractor, and any of its subcontractor, shall forfeit to the County, and the County will withhold from any monies due the Contractor, the amount of any penalties, as determined by the Labor Commissioner, to be assessed for non- payment of prevailing wage rates.

This is a Federally-assisted construction Contract, the Contractor agrees to comply with the requirements of the Federal Fair Labor Standards Act (29 U.S.C. § 201), and the Davis-Bacon Act requirements. The prevailing wage rates established by the United States Department of Labor are available upon request. The Contractor agrees to pay not less than the established wage rates. In the event that the rate of pay for any occupation listed in the prevailing wage scales established by the State of California Labor Commissioner differs from that established by the United States Department of Labor, the higher rate of the two will prevail.

The Contractor agrees to include the requirements above in any subcontract it enters into for this Contract.

4. Payroll Records.

The Contractor agrees to comply with the provisions of Section 1776 of the California Labor Code pertaining to payroll records and will be responsible for compliance by its subcontractor(s).

5. Employment of Apprentices.

The Contractor agrees to comply with the provisions of Section 1777.5 of the California Labor Code relating to the employment of apprentices by the Contractor and its subcontractor(s).

6. Hours of Labor.

The Contractor agrees to comply with Sections 1810 through 1815 of the California Labor Code pertaining to the hours of labor and payment for such.

Pursuant to Section 1813 of the California Labor Code, the Contractor and any of its subcontractor, shall forfeit to the County, and the County will withhold from any monies due the Contractor, the amount of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or any of its subcontractor for each calendar day required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Sections 1810 through 1815 of the California Labor Code.

7. Workers' Compensation Insurance Certification.

The Contractor, as required by Section 1861 of the California Labor Code, agrees to the following statement:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

8. Assignment of Rights, Title, and Interest.

The Contractor agrees to comply with, and be responsible for compliance by its subcontractor with, the provisions of Section 7103.5 of the California Public Contract Code 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 Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the

Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases 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 acknowledgement by the parties. Environmental Documents

9. Environmental Document.

CEQA (California Environmental Quality Act): If applicable.

10. Warranty.

Contractor warrants all work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the work to the Contract, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11. Safety

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

12. Termination for Default.

The County may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work (or the separable part of the work), if the Contractor refuses or fails (i) to commence the work within the time required by the Contract, (ii) to prosecute the work or any separable part with the diligence that will ensure completion within the time specified in the Contract, including any authorized extension, (iii) to provide sufficient and properly skilled workers or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subcontractor, employees, and material suppliers, (v) to perform any of the Contractor's other obligations under this Contract, (vi) to complete the work within the time specified in the Contract, or (vii) if the Contractor assigns or subcontracts any part of the work without the Board's consent. Items (i) – (vii) inclusive are hereinafter referred to as "events of default". In this event, the County may take over the work and complete it by Contract or otherwise, and may take possession of and use any material and equipment on the work site necessary for completing the work. The Contractor and the Surety shall be liable for any damages to the County resulting from events of default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Contractor's right to proceed will not be terminated because of delays, nor will the Contractor be charged with damages under this subsection, if:

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the County in either its public or Contractual capacity, (iv) acts of another Contractor in the performance of a Contract

with the County, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of subcontractor or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and its subcontractor or suppliers); and

- b.** the Contractor, within 14 calendar days from the beginning of any delay (unless extended by the County), notifies the County in writing of the causes of the delay. The County will ascertain the facts and the extent of the delay. If, in the judgment of the County, the findings warrant such action, the time for completing the work may be extended by Change Order. The findings of the County will be final and conclusive on the parties.

If the County terminates the Contractor's right to proceed with the Work for any of the events of default, the County may serve written notice upon the Surety on its Faithful Performance Bond. The Surety shall, within 5 days, assume control and perform the Work as successor to the Contractor. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part.

If the Surety does not assume control and perform the work within 5 days after receiving notice of cancellation, or fails to continue to comply, the County may exclude the Surety from the work site.

In the event of termination of its right to proceed, the Contractor will be paid for the value of the work completed as of the date of the termination subject to the other terms of the Contract. For Contract Unit Price Bid items, the Contractor will be paid for the quantity of the item constructed. For lump sum Bid items, the Contractor will be paid for the percentage of the item constructed. No payment will be made for items not constructed in accordance with the Plans and Specifications. The amount of any prior progress payments, and any applicable Liquidated Damages will be withheld and deducted from any amounts due the Contractor. The amounts of outstanding Stop Notices or Labor Compliance notices to withhold will be withheld until the Stop Notices or notices to withhold are resolved as provided by law.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

The rights and remedies of the County in this subsection are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

13. Termination for Convenience.

The Board may, whenever the interests of the County so require, terminate the Contract, in whole or in part, for the convenience of the County. The County will give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The County may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the County. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

The County may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the Work terminated and other property that, if the Contract had been completed, would be required to be furnished to the County. The Contractor shall, upon direction of the County, protect and preserve property in the possession of the Contractor in which the County has an interest. If the County does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the County.

If the parties are unable to agree on the amount of a termination settlement, the County will pay the Contractor the following amounts:

- a.** For contract work performed before the effective date of termination, the total (without duplication of any items) of: the cost of work completed in accordance with the Plans and Specifications based on the quantity constructed and the Contract Unit Price or lump sum Bid price of the respective Bid item less prior progress payments, and any applicable Liquidated Damages and any other deductions or withholds to which the County may be entitled to in accordance with applicable law, including the amounts of outstanding Stop Notices or labor compliance notices to withhold shall be withheld until the Stop Notices or notices to withhold are resolved as provided by law and the cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the work; and
- b.** The reasonable costs of effectuating the settlement of the work terminated, including: accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data; the termination and settlement of subcontracts (excluding the amounts of such settlements); and storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition

of the termination inventory.

14. Termination for Improper Consideration.

The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under the Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charge with the supervision of the employee or to the County Auditor- Controller.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

15. County's Quality Assurance Plan.

The County will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with the requirements of the Contract Documents. Contractor deficiencies which the County determines are severe or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Agreement.

16. Resolution of Construction Claims.

Claims shall be resolved in accordance with Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. All claims shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.

17. Indemnification.

Notwithstanding any other provision in this Agreement, The Contractor shall indemnify, defend and hold harmless, to the fullest extent of the law, the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or

relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Without limiting Contractor's obligation to indemnify County upon County's request, Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the County at Contractor's sole cost, County from and against all Liabilities, paid, incurred or suffered by, or asserted against County in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor or Contractor's Related Parties, any of Contractor's Activities.

18. Insurance.

The Contractor shall maintain insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the Contractor's performance of the Work, or the Contractor's agents, representatives, employees, or subcontractor's performance of the Work under this Contract. The Contractor must maintain coverage at least as broad as:

- a. Commercial General Liability: 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 One Million Dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance covering any auto (Code I), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- c. 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.
- d. Contractor's Pollution Legal Liability (if project involves environmental hazards): Insurance including coverage for Asbestos legal liability, 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.

19. Insurance Provisions.

- a. The County, including its officers, officials, employees, and volunteers, must be named as additional insureds under the General Liability and Umbrella Policies with respect to liability arising out of or in connection with Work or operations performed by on behalf of the Contractor under this Contract. The policy must stipulate that the insurance afforded the additional insured applies as primary insurance. Any other insurance or self-insurance maintained by the County is

excess only, and must not be called upon to contribute with this insurance.

- b. If the Contractor maintains broader coverage and/or higher limits than the minimum amounts required by this Contract, 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.
- c. 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.
- d. Contractor shall furnish the County with original Certificates of Insurance, including all required amendatory endorsements, before work begins. 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 requires insurance policies, including endorsements required by these specifications, at any time.
- e. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the County is an additional insured on General Liability Insurance required from subcontractors.

20. Cancellation of or Changes in Insurance.

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in the insurance required in the Specifications, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the insurance required in the Specifications may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate the Contract.

21. Failure to Maintain Insurance.

The Contractor's failure to maintain or provide acceptable evidence that it maintains the insurance required in the Specifications shall constitute a material breach of the Contract, upon which the County may immediately withhold payments due to the Contractor, and/or suspend or terminate the Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the

insurance required in the Specifications and, without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue reimbursement from the Contractor.

22. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of age, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

23. Compliance with Title VI of the Civil Rights Act.

Contractor and all of its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

24. Environmentally Preferable Products.

It is the policy of the Board of Supervisors of the County of Del Norte to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

25. Trenching Work.

If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for County's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the

hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

26. Hazardous Materials and Differing Conditions.

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify County of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by County; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, County shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

27. Underground Utility Facilities.

To the extent required by Section 4215 of the Government Code, County shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of County to provide for removal or relocation of such utility facilities.

28. Compliance with the Clean Air and Federal Water Pollution Control Acts.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

29. CAL/OSHA.

The Contractor's attention is directed to the California Code of Regulations, Title 8, Division 1, Chapter 3.2, Subchapter 2, Article 2 "Permits – Excavations, Trenches, Construction and Demolition and the Underground Use of Diesel Engines in Work in Mines and Tunnels." Contractor shall secure a CAL/OSHA Annual or Project Permit, if required. For example, construction of trenches or excavations 5 feet or deeper into which any person is required to descend requires a Permit. "Descend" means to enter any part of the trench or excavation once the excavation has attained a depth of 5 feet or more.

30. Debarment and Suspension.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, Contractor will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Contractor certifies that it and its principals, subgrantees, recipients or subrecipients:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (30)(b) of this agreement; and

Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Permits

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

The Contractor's attention is directed to the California Code of Regulations, Title 8, Division 1, Chapter 3.2, Subchapter 2, Article 2 "Permits – Excavations, Trenches, Construction and Demolition and the Underground Use of Diesel Engines in Work in Mines and Tunnels." Contractor shall secure a CAL/OSHA Annual or Project Permit, if required. For example, construction of trenches or excavations 5 feet or deeper into which any person is required to descend requires a Permit. "Descend" means to enter any part of the trench or excavation once the excavation has attained a depth of 5 feet or more.

31. Excavations.

The Contractor's attention is directed to the California Code of Regulations, Title 8, Subchapter 4, Article 6 "Excavations."

32. Historic Preservation.

Any excavation by the Contractor that uncovers a historical or archaeological artifact shall be immediately reported to the County of Del Norte. Construction shall be temporarily halted

pending the notification of all representatives and direction issued by the County of Del Norte Representative after consultation with the State Historic Preservation Officer (SHPO).

33. Drug-Free Work Place.

Contractor will comply with the County's Drug Free Workplace policies. Contractor will publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations. Every employee who works on the contract: (a) will receive a copy of the company's drug-free policy statement, and (b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

34. Labor and Materials Release.

Contractor shall furnish County with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by County.

35. Audits and Records.

The Contractor shall maintain all data and records pertinent to the work performed under the Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of 4 years from the date of final payment under the Contract, or for such longer period, if any, as is required by applicable statute or by other provisions of the Contract. The authorized representatives of the County shall have access to all such data and records for such time period to inspect, audit and make copies thereof during normal business hours. The Contractor shall covenant and agree that it shall require any subcontractor utilized in the performance of the Contract to permit the authorized representatives of the County, to similarly inspect and audit all data and records of said subcontractor relating to the performance of said subcontractor under the Contract for the same time period.

36. Termination for Discrimination.

The Contractor agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title 49 of the Code of Federal Regulations Part 26 in the award and administration of FHWA-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the County deems appropriate.

37. Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

COUNTY

County of Del Norte
981 H Street, Suite 210
Crescent City, CA 95531
Attn: Neal Lopez, CAO

CONTRACTOR

Attn:

With a copy to:
Del Norte County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

38. Payment.

The County agrees, in consideration of the performance of this Contract, to pay to the Contractor, and the Contractor agrees to accept in full satisfaction of the work done hereunder, subject to additions and deductions as provide for in the Contract Documents, the following amounts at the time and in the manner set forth in the Contract Documents:

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CONTRACTOR

Contractor's Signatory and Title

Date: _____
Federal Identification Number
Classification of Contractor's License
Contractor's License Number

COUNTY OF DEL NORTE

_____, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

PAYMENT BOND

The County of Del Norte ("County") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the Del Norte County Florence Keller Park and Campground Fence Construction Project ("Project") located at 3400 Cunningham Lane, Crescent City, CA 95531. The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to County as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. County waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn:

Address:

County/State/Zip:

Phone:

Email:

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Del Norte County Superior Court, and no other place. Surety will be responsible for County's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY COUNTY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

PERFORMANCE BOND

The County of Del Norte ("County") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the installation of the onsite sewer disposal system located at Del Norte County Florence Keller Park and Campground Fence Construction Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to County as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety's obligations under this Bond will become null and void upon County's acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise, Surety's obligations will remain in full force and effect until expiration of the one-year warranty period under the Contract.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, County will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by County to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which County is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from County of Contractor's termination for default, time being of the essence, Surety must act within the time specified by the County to remedy the default through one of the following courses of action:

5.1 Arrange for completion of the Work under the Contract by Contractor, with County's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to County, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

5.3 Waive its right to complete the Work under the Contract and reimburse County the amount of County's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, County will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn:
Address:
County/State/Zip:
Phone:
Email:

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Del Norte County Superior Court, and no other place. Surety will be responsible for County's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY COUNTY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

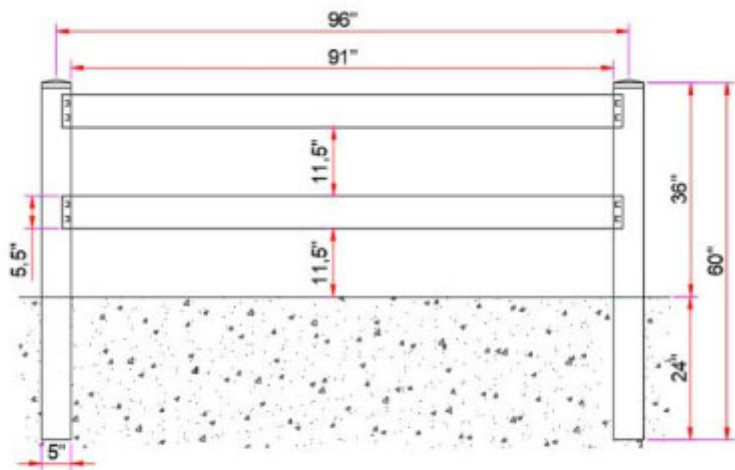
EXHIBIT A
PLAN & MAP EXHIBIT



EXHIBIT B
SAMPLE PRODUCT INFORMATION & SPECIFICATIONS



Unit: Inch



3' HIGH X 8' WIDE VINYL POST AND RAIL FENCE

PARTS	LENGTH	QTY/SET
1.5"X5.5" PRE-NOTCHED RAIL - 0.08" WALL	94"	2
5" X5" PRE-ROUTED POST - 0.15" WALL	60"	1
PYRAMID FLAT CAP FOR POST	N/A	1