DEL NORTE COUNTY

SERVICE AREA NO. 1

NOTICE INVITING SEALED BIDS FOR

CLEANING AND VIDEO INSPECTION OF SEWER LINES AND MANHOLES, ASSESMENT DISTRICT 2, NORTHCREST

DEL NORTE COUNTY, CALIFORNIA

Bids Open: December 3rd, 2026 @ 2pm

Dated: October 19th, 2026

Items included in the bid package:

Invitation to Bid;

Maps of Project Area and Sewer Infrastructure;

Bid Schedule and form;

County of Del Norte Public Works Agreement Template,

Example Bond Forms.

INVITATION TO BID

CLEANING AND VIDEO INSPECTION OF SEWER LINES AND MANHOLES

CONTRACT # 2026-____

Sealed bids for CLEANING AND VIDEO INSPECTION OF SEWER LINES AND MANHOLES will be received by the Owner, Del Norte County, at the Del Norte County Service Area No. 1 office until 2:00 PM on 3 December 2026. The bids will be opened publicly and read aloud at 2:00 PM on the same day in the Engineering and Surveying Office.

Bids must be addressed to:
Del Norte County Service Area No. 1
981 H Street, Suite 110
Crescent City, CA 95531

Or submitted by email to jonathan.olson@co.del-norte.ca.us labeled "Bid for CLEANING AND VIDEO INSPECTION OF SEWER LINES AND MANHOLES, ASSESMENT DISTRICT 2, NORTHCREST" The work includes sewer cleaning, video inspection, and reports as indicated below:

- Prior to video inspection all sewer lines must be cleaned using hydro jetting (115,700ft. of gravity sewer lines). Includes traffic control where needed.
- NASSCO PACP-Certified Closed-Circuit Television (CCTV) pipeline inspection of 115,700ft. of gravity sewer lines including. Observations are to be presented in a digital video format and a NASSCO PACP database / report compatible with Wincan along with a pdf copy of the report. Footage and Asset ID numbers to appear on screen for the duration of the survey. Work to be completed from December 2026 through February 2027, as a single event. Includes traffic control where needed.
- Contractor shall include a separate line item for Heavy Sewer Cleaning where normal cleaning is insufficient to clean the lines. Contractor shall provide a per hour price for Heavy Sewer Cleaning on a per hour basis. Includes traffic control where needed. This process will be used if needed.
- Contractor shall deliver all required documents and a geographic information system compatible shape file that includes all the sewer lines and manholes surveyed. Lines and manholes shall be numbered per the current County numbering system shown on the mapping provided.
- Pipe diameters are shown on the attached maps; Northcrest SW & Northcrest NE.
- Shapefiles are provided at: https://www.co.del-norte.ca.us/departments/EngineeringSurveying/BIDDocuments. Contractor is required to provide a completed shapefile/geodatabase as a deliverable that contains all pipe types and diameters as well as existing information *to replace* our existing shapefile/GIS information. The contractor is to develop data (sewer lines,

manholes) that is compatible with ArcGIS. Number is to be in alignment with attached maps.

- Contractor will need to work with City of Crescent City to obtain a hydrant meter in order to gain access to water. Contact Crescent City @ (707) 464-6517 to make arrangements.
- Rocks, sand etc. will be able to be placed within 1 mile of the project site in a County easement.

DELIVERABLE

In accordance with the specifications herein and any additional specifications provided by the facility owner, the inspection data shall be delivered to the facility owner and shall include the following:

A) *Compatible GIS Shape Files and/or Geo-Databases including:*

1. *Conversion and QA/QC of inspection data exported from WinCan.*
2. *Population of PIPE, MH, and CO identification fields.*
3. *Schema alignment and attribute normalization for ArcGIS/WinCan interoperability.*
4. *Preparation of final ESRI shapefiles and/or a geodatabase for County use.*

B) All corresponding CCTV videos, high-definition, and still pictures.

C) Completed inspection reports in electronic format for conventional CCTV videos.

D) Any other information as specified by the facility owner.

The Inspection Data shall be delivered complete, including all feature codes per NASSCO code system. All inspection data shall include pipe ratings per NASSCO.

All data shall be delivered in a flash-drive, hard-drive, cloud-drive or equal digital media delivery system, subject to the facility owners' designation and specifications, with enough data storage room to facilitate the entire project. Due to limitations on DVD media, DVD's, CD's and other read-only diskettes will NOT be allowed.

The deliverable will be considered delivered upon transmittal of the data on the specified media and capable of being seamlessly imported into the facility owner's GIS program.

Data to be provided to the County in a coordinate system determined by the County.

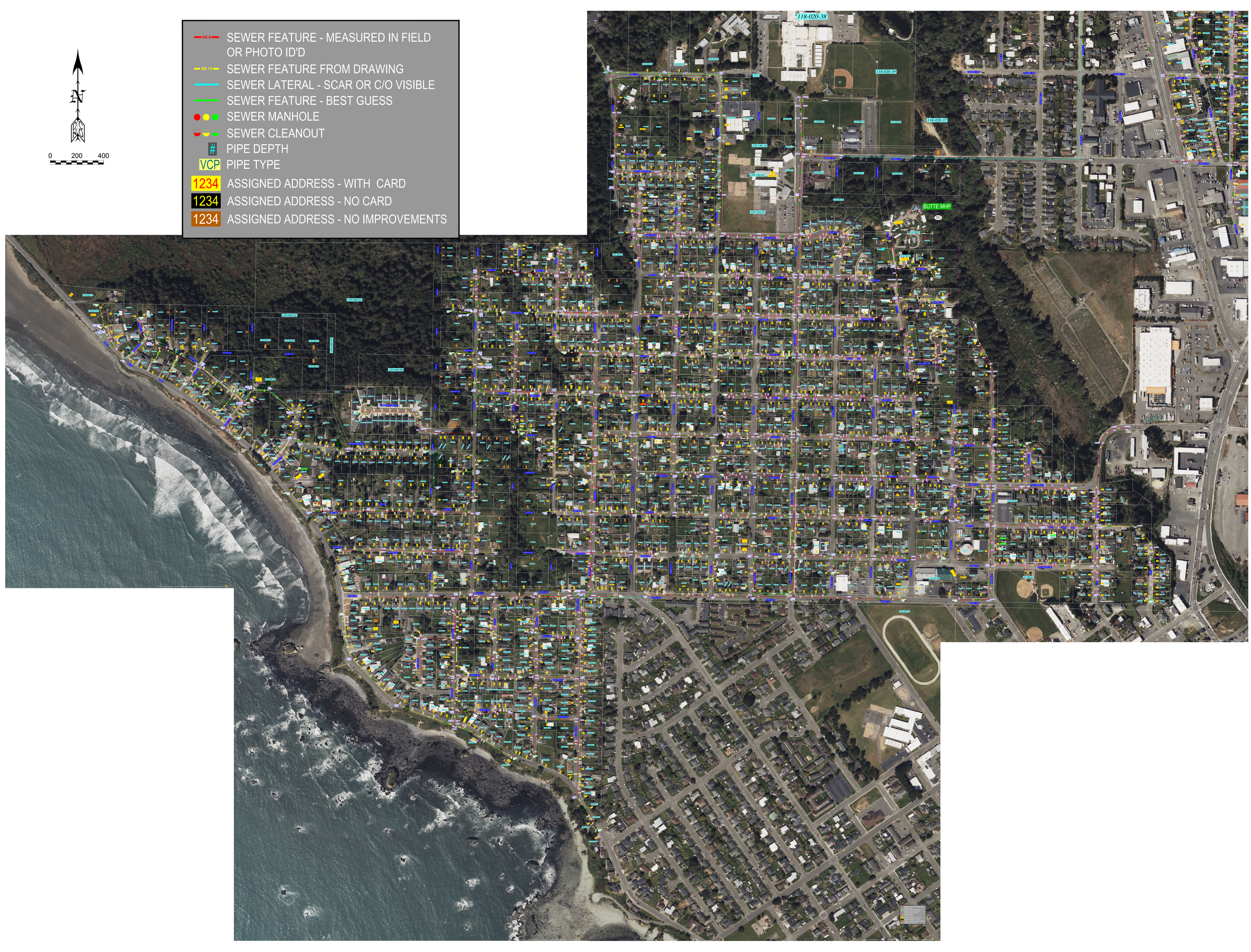
Bidders must certify their ability to deliver the specified product by 12 March, 2027.

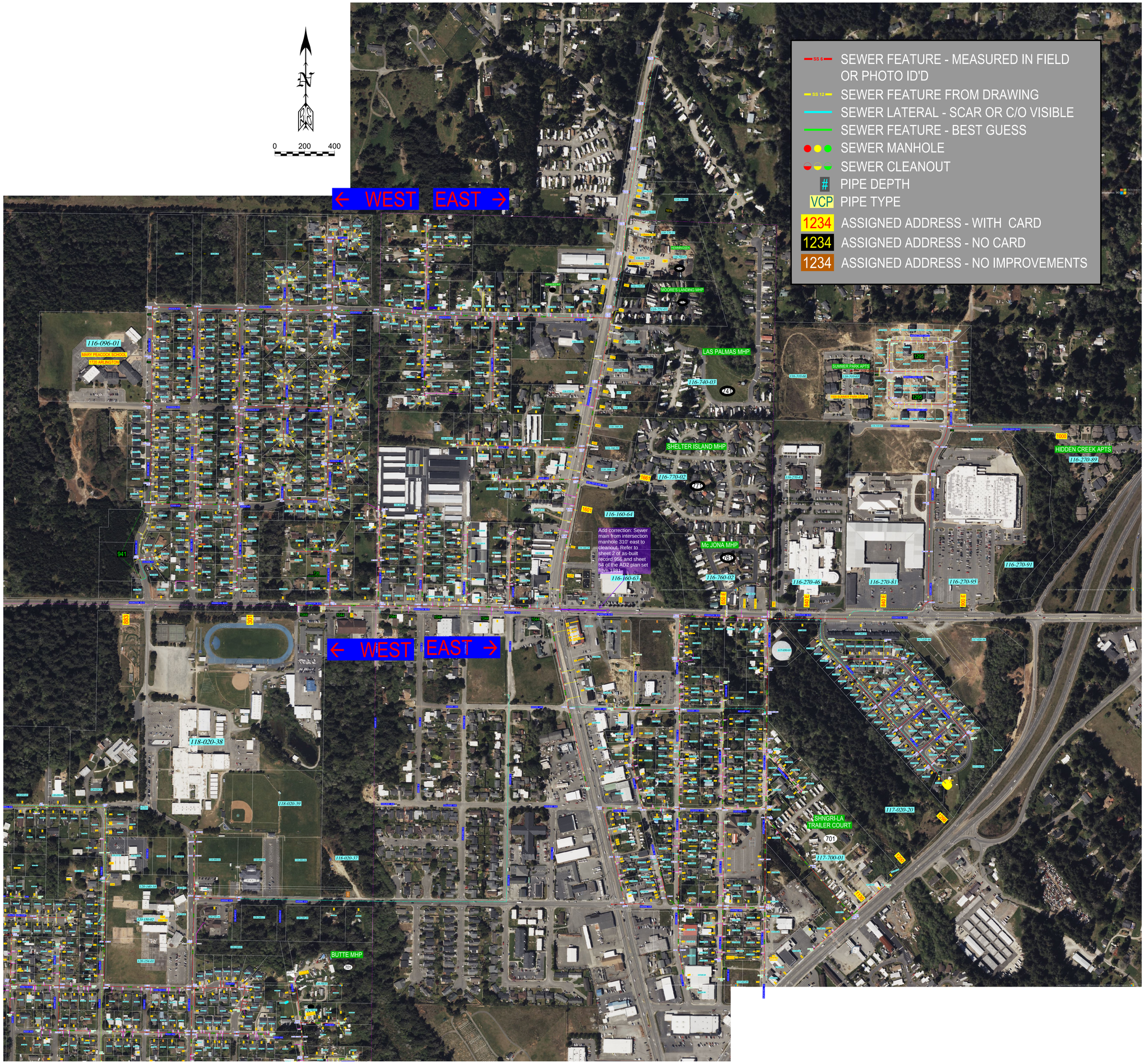
Bid packages can be found at:

https://www.co.del-norte.ca.us/departments/BidOpportunities

Del Norte County
Service Area No. 1 981 H Street, Suite 110
Crescent City, CA 95531
(707)464-9506

Name	Address	Email	Phone
Construction Bidboard	11622 El Camino Real #100 San Diego, CA 92130	support@ebidboard.com	(619) 688-0588
Dodge Data & Analytics	300 American Metro Blvd. Suite 185 Hamilton, NJ 08619	support@construction.com	(800) 393-6343
Humboldt Builders Exchange	1213 5th Street Eureka, CA 95501	officemanager@humbx.com	(707) 442-3708
Medford Builders Exchange	701 E Jackson Street Medford, OR 97504	planroom@medfordbuilders.com	(541) 773-5327
Placer County Contractors Association	10656 Industrial Ave #160 Roseville, CA 95678	planroom@placerbx.com	(916) 771-7229
Shasta Builders Exchange	2985 Innsbruck Drive Redding, CA 96003	info@shastabe.com	(530) 221-5556


SS 6
SEWER FEATURE - MEASURED IN FIELD OR PHOTO ID'D
SS 12
SEWER FEATURE FROM DRAWING
SEWER LATERAL - SCAR OR C/O VISIBLE
SEWER FEATURE - BEST GUESS
SEWER MANHOLE
SEWER CLEANOUT
#
PIPE DEPTH
VCP
PIPE TYPE
1234
ASSIGNED ADDRESS - WITH CARD
1234
ASSIGNED ADDRESS - NO CARD
1234
ASSIGNED ADDRESS - NO IMPROVEMENTS
N
0
200
400
118-020-38
118-020-39
118-020-37
BUTTE MHP
701


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← WEST
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SS 6
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SS 12
SEWER FEATURE FROM DRAWING
SEWER LATERAL - SCAR OR C/O VISIBLE
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SEWER MANHOLE
SEWER CLEANOUT
#
PIPE DEPTH
VCP
PIPE TYPE
1234
ASSIGNED ADDRESS - WITH CARD
1234
ASSIGNED ADDRESS - NO CARD
1234
ASSIGNED ADDRESS - NO IMPROVEMENTS
116-096-01
MARY PEACOCK SCHOOL
1720 ARLINGTON
MOORES LANDING MHP
LAS PALMAS MHP
116-740-03
SUMMER PARK APTS
SHELTER ISLAND MHP
116-770-02
HIDDEN CREEK APTS
116-270-89
116-160-64
Add correction: Sewer main from intersection manhole 310' east to cleanout. Refer to sheet 2 of as-built record 956 and sheet 54 of the AD2 plan set from 1981
Mc JONA MHP
116-760-02
116-160-63
116-270-46
116-270-81
116-270-95
116-270-91
118-020-38
118-020-39
118-020-37
117-020-20
SHNGRI-LA TRAILER COURT
117-700-01
BUTTE MHP

BID PROPOSAL FORM FOR
DEL NORTE COUNTY SERVICE AREA NO. 1
CLEANING AND VIDEO INSPECTION OF SEWER LINES AND MANHOLES
ASSESMENT DISTRICT 2, NORTHCREST
DEL NORTE COUNTY, CALIFORNIA

BIDDER: _____ LICENSE: _____

TITLE: _____ CLASS: _____

COMPANY: _____ DIR REGISTRATION: _____

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.

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Hydro Jetting 71,300 ft. of gravity sewer lines Northcrest SW	LF	71300		
2	NASSCO PACP-Certified Closed-Circuit Television (CCTV) pipeline inspection of 71,300ft. of gravity sewer lines Northcrest SW	LF	71300		
3	Heavy Cleaning of sewer lines	HR	16		
4	Reports, GIS layers, and all other documentation	LS	1		
				Total	$ -
A1	Hydro Jetting 44,400 ft. of gravity sewer lines Northcrest NE	LF	44400		
A2	NASSCO PACP-Certified Closed-Circuit Television (CCTV) pipeline inspection of 44,400 ft. of gravity sewer lines Northcrest NE	LF	44400		
1 through 4 + A1+A2				GRAND TOTAL	$ -

TOTAL BID: $ _____

ACKNOWLEDGEMENT OF ADDENDUM _____ THROUGH _____.

SIGNATURE: _____ DATE: _____

Bond Number: Click here to enter text.

COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT

BIDDER'S BOND

We, Click here to enter text. as Principal, and Click here to enter text. as Surety are bound unto the County of Del Norte, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Click here to enter text. for which bids are to be opened at Click here to enter text. on Click here to enter text..

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this Click here to enter text. day of Click here to enter text., Click here to enter text..

Principal:

Click here to enter text.
Click here to enter text. Phone: Click here to enter text.
Click here to enter text. Email: Click here to enter text.

_____
Click here to enter text., Principal

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Click here to enter text.
Click here to enter text. Phone: Click here to enter text.
Click here to enter text. Email: Click here to enter text.

(SEAL)

_____
Click here to enter text., Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

DEL NORTE COUNTY PUBLIC WORKS
BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, XXXXX, as principal, and _____ as surety, are held and firmly bound unto the COUNTY OF DEL NORTE, State of California, in the sum of XXX AND 100 Dollars ($ 000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said principal has been awarded and is about to enter into a written Contract with the County of Los Angeles for the work described in PIN# _____which is attached hereto, made a part hereof, and to which reference is hereby made for all, and is required by said County to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said Contract on principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of time granted under the provisions of said Contract release either the principal or surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY'S obligation hereunder and are waived by the SURETY.

WITNESS our hands this _____day of _____, 20 _____

_____a corporation

_____

_____

Surety By President

_____

Print Name

By Secretary

Print Name

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(Attach appropriate acknowledgment)

DEL NORTE COUNTY OF PUBLIC WORKS
PAYMENT BOND
(FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS:

That we, XXXXX, as principal, and _____ as surety, are held and firmly bound unto the COUNTY OF DEL NORTE, State of California, in the sum of XXX AND 100 Dollars ($ 000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said principal has been awarded and is about to enter into a written Contract with the County of Del Norte for the work described in PIN# _____ which is attached hereto, made a part hereof, and to which reference is hereby made for all, and is required by said County to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said principal, as Contractor in said Contract, or principal's subcontractor, fails to pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work Contracted to be done, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, said surety shall pay for the same, in an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is executed pursuant to the provisions of Ch 5 of Div 4, Pt 6, Tit 3, of the Civil Code of the State of California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of time granted under the provisions of said Contract release either the principal or surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY'S obligation hereunder and are waived by the SURETY.

WITNESS our hands this _____ day of _____, 20 _____

_____ a corporation

_____

Surety

_____

By President

_____

Print Name

By Secretary

Print Name

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(Attach appropriate acknowledgment)

County of Del Norte

PUBLIC WORKS AGREEMENT

Project Name:
Project ID No.

This Agreement, made and entered into this_____ day of _____, 2023, 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 of electrical work (except as specified in the Contract Documents hereinafter referred to), install one Generac propane commercial generator with automatic transfer switch, add back up power to IT universal power supplies, convert thirty-three (33) interior hallway lights, add twenty-six (26) new 120 Volt emergency power generator receptacles 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

SAMPLE

2. Period of Performance and Liquidated Damages.

Contractor shall secure all necessary parts and materials within 180 calendar days of the execution of the Contract. Contractor shall 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"), no additional working days will be provided for alternatives. 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 Cents ($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. Attached hereto (Exhibit B) and made a part hereof, are the prevailing wage rates established by the United States Department of Labor. 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.

SAMPLE

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

SAMPLE

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): (Describe the document prepared)

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

SAMPLE

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

SAMPLE

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

SAMPLE

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,

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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.

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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 on all operations equal to or in excess of the standards set forth in Section 7 of the Standard Specification, Department of Transportation, State of California, 2018. The County, including its officer, directors, and agents 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.

Contractor's 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.

19. 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.

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20. 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.

21. 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 ace, 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.

22. 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.

23. 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,

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recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

24. 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.

25. 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.

26. 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.

27. 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

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reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

28. 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.

29. 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,

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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. Excavations.

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

31. 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).

32. 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.

33. 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.

34. 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

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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.

35. 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.

36. 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	CONTRACTOR
County of Del Norte	
981 H Street, Suite 110	
Crescent City, CA 95531	
Attn: Community Development Director	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.

37. 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:

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SCHEDULE OF PRICES

PROJECT ID NO.:

Item	Description	Unit	Quantity	Unit Price	Amount

PROJECT NAME:

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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

_____
Joey Borges, Chair
Board of Supervisors

APPROVED AS TO FORM

_____
Jacqueline Roberts, Interim County Counsel

ATTEST:

_____
Kylie Goughnour
Clerk of the Board of Supervisors

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