This is an AGREEMENT made and entered into this _____ day of _____ , 2024 by and between the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Del Biaggio Construction Inc. dba DCI Builders a corporation organized and existing under the laws of the State of California, (hereinafter referred to as "CONTRACTOR").

County and Contractor for the consideration hereinafter named agree as follows:

SECTION 1 - SCOPE OF WORK

Contractor shall furnish all labor, tools and materials and perform all the work for the construction of:

HUMBOLDT COUNTY FERNDALE VETERANS MEMORIAL BUILDING HVAC UPGRADES
PROJECT NUMBER: 170250

in accordance with the Contract Documents referred to in Section 3 of this Agreement.

The scope of work includes the work included in the “Base Bid” for the project and the following bid alternatives: _____

_____ Additive Alternate #1 _____

_____

SECTION 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Price, as follows:

Eight Hundred Seventy-Five Thousand Two Hundred Fifty Dollars and 00 /100 ($875,250.00)

as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Owner.

SECTION 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

Notice to Contractors	General Conditions
Bid Form	Supplementary General Conditions
Bid Security Form	General Requirements
This Agreement	Technical Specifications
Payment Bond	Plans and Drawings
Performance Bond	Subcontractor List
Insurance Certificates	Noncollusion Affidavit
Public Contract Code Statement	Bidders Qualifications
Special Conditions	Debarment and Suspension Certification

And, as published by the California Department of Industrial Relations:

General Prevailing Wage Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complementary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

SECTION 4 - BEGINNING OF WORK

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", unless so authorized in writing by the COUNTY.

SECTION 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within ten (10) calendar days of the date of receipt by Contractor of the Notice to Proceed and shall be fully completed within **forty-five (45)** calendar days following receipt of the Notice to Proceed by the Contractor.

SECTION 6 - PREVAILING WAGE

Pursuant to Section 1770 of the Labor Code, the County has determined the Prevailing Wage Rate to be as listed by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the OWNER together with each application for progress payment. Electronic submittal directly to DIR may be required.

SECTION 7 - WORKERS' COMPENSATION

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SECTION 8 - NOTICES

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works
Attn.: Thomas K. Mattson, Director
1106 Second Street
Eureka, CA 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

Del Biaggio Construction Inc. dba DCI Builders
Attn: Dennis Del Biaggio, President
118 Port Kenyon Rd.
Ferndale, CA 95536

SECTION 9 - NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

Neither the Contractor, his Subcontractors or their suppliers are Nuclear Weapons Contractors, and are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. Contractor, his Subcontractors and/or their suppliers agree to notify Owner immediately if they become a nuclear weapons contractor as defined above.

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

COUNTY OF HUMBOLDT

(SEAL)

By: _____
Rex Bohn, Chairperson, Board of Supervisors of the County of Humboldt, State of California

ATTEST:

By: _____
Tracy Damico, Clerk of the Board of Supervisors of the County of Humboldt, State of California

CONTRACTOR: Del Biaggio Construction Inc. dba DCI Builders

Corporations require signature by two (2) corporate officers

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

INSURANCE CERTIFICATES, PERFORMANCE AND PAYMENT BONDS REVIEWED AND APPROVED:

By: _____
Risk Manager

END OF SECTION