

**COUNTY OF TEHAMA  
DEPARTMENT OF PUBLIC WORKS**

---

**OWNER-CONTRACTOR AGREEMENT**

**COUNTY CONTRACT NUMBER:** \_\_\_\_\_

THIS AGREEMENT, made and concluded, in triplicate, on November 4, 2025, between the County of Tehama, hereinafter called "County", and Dirt Dynasty, Inc., hereinafter called "Contractor".

**ARTICLE I.--** The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the Job Order Contracting work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated 2024 and the Standard Plans for Construction, dated 2024 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK  
CATALOG®, TECHNICAL SPECIFICATIONS, PROPOSAL AND CONTRACT  
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025  
COUNTY CONTRACT NUMBER: \_\_\_\_\_

**ARTICLE II.--** The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III.--** The higher of the State or the Federal prevailing wage rates as referenced in this set of contract documents are hereby made a part of this contract, and Contractor shall pay and require all subcontractors to pay the higher of the State or Federal prevailing wage rates to the construction workers providing labor for the work. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE IV.--** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

**ARTICLE V.--** And the said Contractor agrees to receive and accept the following prices 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 nature of the work aforesaid, or from the action 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 the 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 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 Engineer under them, to wit:

**CONTRACT SUM:**

1. This Contract is an Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contract for construction work and services. The Initial Contract Value is \$1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$6,210,093.15.
  
2. The Contractor is not guaranteed to receive the Initial Contract Value. Compensation to any single Contractor under any single authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order. The Job Order Grand Total under any single authorized Job Order shall in no event exceed the Initial Contract Value as defined below less the total of the Job Order Grand Total(s) of all Job Orders authorized for performance through the current date
  
3. The Contractor shall perform all Prepriced Tasks for the Unit Prices set forth in the Construction Task Catalog® multiplied by one of the following Adjustment Factors:

General Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

\_\_\_\_\_1.3999\_\_\_\_\_.

General Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

\_\_\_\_\_1.4000\_\_\_\_\_.

Secured Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

\_\_\_\_\_1.4002\_\_\_\_\_.

Secured Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

\_\_\_\_\_1.4003\_\_\_\_\_.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

**COUNTY OF TEHAMA**  
**STATE OF CALIFORNIA**

\_\_\_\_\_  
Tom Provine, Interim Director  
Department of Public Works

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Licensed in accordance with and providing for the registration of contractors:

License No.: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

DUNS Number (if applicable): \_\_\_\_\_

APPROVED AS TO FORM  
Tehama County Counsel

By: \_\_\_\_\_

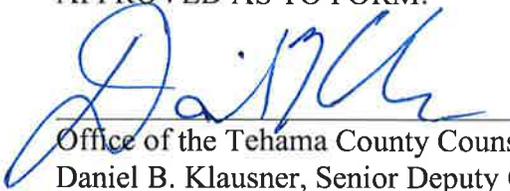
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Public Works – Road Division

Vendor Name: Dirt Dynasty, Inc.

Document Description: JOC Agreement

APPROVED AS TO FORM:



Office of the Tehama County Counsel  
Daniel B. Klausner, Senior Deputy County Counsel

Date: 10/25/25