

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
AGREEMENT NO. _____**

CONSTRUCTION CONTRACT

THIS AGREEMENT (“Contract”), is made and entered into as of this _____, day of _____ **2026**, by and between NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a Special District of the State of California, hereinafter referred to as “District,” and _____, whose mailing address is _____, hereinafter referred to as “Contractor.”

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by District, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor’s own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by District, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the District Board of Directors acting by and through its Project Manager, that project known as **Suscol Headwaters Park Trailhead Parking Area** which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled **Suscol Headwaters Park Trailhead Parking Area**, the Bid submitted by Contractor (“Bid Proposal”), the Special Provisions, and the 2024 Standard Specifications of the State of California Department of Transportation (“Standard Specifications”). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

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

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by District.

ARTICLE IV. 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 Contract; for all loss and damage, arising out of the nature of such work, 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 Board of Directors of the District and for all risks of every description connected with the work; 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, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

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**Suscol Headwaters Park Trailhead Parking Area
BID SCHEDULE**

[to be inserted – bidders see “PROPSAL FORM”]

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IN WITNESS WHEREOF, this Contract was executed by the parties hereto as of the date first set forth on page 1 of this Contract.

[CONTRACTOR's BUSINESS NAME]

By _____
 [FIRST LAST, Title (President/VP/Chair)
 Contractor's Business Name]

By _____
 [FIRST LAST, Title (Sec./Treasurer/CFO)
 Contractor's Business Name]

"CONTRACTOR"

NAPA COUNTY REGIONAL PARK AND OPEN SPACE
 DISTRICT, a Special District of the State of California

By _____
 CHRISTOPHER M. CAHILL,
 General Manager

"DISTRICT"

<p>APPROVED AS TO FORM District Counsel</p> <p>By: _____ District Counsel</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT</p> <p>Date: _____ Processed By: _____ General Manager</p>	<p>ATTEST: RYAN AYERS Clerk of the Board of Directors</p> <p>By: _____</p>
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NOTE: The signatures of those executing for the Contractor must be acknowledged by a Notary Public. If a corporation, this document must be signed by two corporate officers in accordance with Corporations Code section 313. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.