

AGREEMENT

This is an AGREEMENT made and entered into this _____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as COUNTY) and **Mobley Construction** (License No. 995333), 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:

Williams Creek Emergency Streambank Repair Project
AGREEMENT NO.: NR209104XXXXC005
CONTRACT NO.: 251009

in accordance with the contract documents referred to in Section 3 of this Agreement.

Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, 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 Engineer.

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 Bidders
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Geotechnical Report (SHN 2020)
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions
- Permit Exemptions

And, as published by the Department of Transportation, State of California, except as modified by the Special Provisions:

- Standard Plans - dated 2018
- Revised Standard Plans
- Standard Specifications - dated 2018
- Revised Standard Specifications Dated 10-18-19
- Equipment Rental Rates in effect at the time the work is performed

And, as published by the California Department of Industrial Relations, and the California Business, Transportation and Housing Agency,

- General Prevailing Wage Rates
- Labor and Surcharge 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 complimentary, 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", or unless so authorized in writing by the COUNTY.

Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within fifteen (15) days of receipt of Notice to Proceed by COUNTY and shall be fully completed within a period of 30 working days beginning on the fifteenth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

Copies of the prevailing wage rates of per diem wages are on file in the Humboldt County Public Works office at 1106 Second Street, Eureka, California and are available to any interested person on request.

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 - COMPLIANCE WITH LAWS

The Contractor agrees to comply with all local, state, and federal laws and regulations, including but not limited to the Americans With Disabilities Act. The Contractor further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9 - 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
1106 Second Street, Eureka, California 95501

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

Mobley Construction

1939 Market Street

Ferndale, CA 95536

Phone 707-496-5867

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

COUNTY OF HUMBOLDT

(SEAL) BY _____
Chairman, Board of Supervisors
of the County of Humboldt,
State of California

ATTEST:

KATHY HAYES
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

BY _____
Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N/A
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Humboldt, by its order made _____, 2020 ,
has awarded to _____
hereinafter designated as the "Principal," a contract for the work described as follows:

Williams Creek Emergency Streambank Repair Project

NOW, THEREFORE, we the Principal and _____,
_____, Surety, are held and firmly bound unto the
County of Humboldt in the penal sum of _____
Dollars (\$ _____), lawful money of the United States of America for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors,
heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section
3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or
labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the
Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to
Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections
3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not
exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such
reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes
provided.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to
the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on
the _____ day of _____, 2020.

PRINCIPAL
BY _____

SURETY
BY _____
Attorney-in-fact

PERFORMANCE BOND

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Bond No. _____

WHEREAS, the County of Humboldt, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

Williams Creek Emergency Streambank Repair Project

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Humboldt in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Humboldt, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 2020.

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

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 2020 before me _____, a
Notary public in and for the City / County of _____, personally appeared
_____, known to me to be the person whose name is subscribed to this
Attorney-in-fact
instrument and known to me to be the attorney-in-fact of _____ and acknowledge to
me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-
fact.

(SEAL)

NOTARY PUBLIC

BID FORM (EXHIBIT A)
Williams Creek Emergency Streambank Repair Project
AGREEMENT NO.: NR209104XXXXC005
CONTRACT NO.: 251009

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	130100	Job Site Management	LS	1	5000-	5000-
2	130200	Prepare Water Pollution Control Plan	LS	1	1500-	1500-
3	131201	Temporary Creek Diversion System	LS	1	15000-	15000-
4	170103	Clearing and Grubbing (LS)	LS	1	5000-	5000-
5	190151	F Channel Excavation	CY	641	30-	19230-
6	198050	F Embankment	CY	267	30-	8010-
7	200001	Root Wad	EA	2	4500-	9000-
8	210270	Rolled Erosion Control Product (Netting) (Type B)	SQYD	500	10-	5000-
9	210350	Fiber Rolls	LF	340	10-	3400-
10	210430A	Hand Sown Seed and Straw	SQFT	6900	2-	13800-
11	490553	P Furnish Steel Sheet Pile	SQFT	4043	23-	92989-
12	490554	Drive Steel Sheet Pile	SQFT	4043	15-	60,645-
13	723040	F Rock Slope Protection (3/8 T, Class VI, Method A) (CY)	CY	430	120-	51600-
14	729011	P Rock Slope Protection Fabric (Class 8)	SQYD	840	10-	8400-
15	770001	Remove Replace Storm Drain Pipe	EA	4	2000-	8000-
16	999990	Mobilization	LS	1	15,000	15,000-

NOTE: ITEM CODE LETTER DESIGNATION; P = ITEM ELIGIBLE FOR PARTIAL PAY, F = FINAL PAY QUANTITY

BID TOTAL \$ 321,574
 *Checked By ckh

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO. 1 INITIAL ckh

[Signature]
 (Bidder's Signature)

Owner
 (Title)



County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501
TEL (707) 445-7652

ADDENDUM NO. 1
(Issued June 26, 2020)

WILLIAMS CREEK EMERGENCY STREAMBANK REPAIR PROJECT
AGREEMENT NO.: NR209104XXXXC005
CONTRACT NO.: 251009

The Special Provisions and Plans are hereby modified in accordance with the following:

1. The bid opening location is changed to the Humboldt County Public Works building on 1106 2nd Street, Eureka CA. Bids will be opened outside the building in the adjacent parking lot. The bid opening date and time have not changed.
2. The Humboldt County Bid Listings website hyperlink on page 1 of the Notice to Bidders is incorrect, and should be changed to:
<http://humboldt.gov/Bids.aspx>
3. Per **Section 7-1.11A** of the Special Provisions, notice is hereby given that this contract is subject to the Federal Wage Rates as revised on **6/12/2020, General Decision Number: CA20200004** ("Revised Wage Rates"). Although the Revised Federal Wage Rates are not required to be physically included in the Bid Package, the Revised Wage Rates shall be included in the Agreement signed by the County of Humboldt and the Contractor. The Revised Wage Rates are available at the Humboldt County Department of Public Works located at 1106 2nd St. Eureka, CA 95501 or directly from the Department of Labor at https://beta.sam.gov/wage-determination/CA20200004/4?index=wd&keywords=&is_active=true&sort=-modifiedDate&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Highway&state=CA&county=16336&page=1

Approved:

Jeremy Suehla

Jeremy Suehla
RCE C72169, Expires 6/30/2020

6/26/2020

Date

I M P O R T A N T

This Addendum is being sent EMAIL/FAX. To indicate receipt of this Addendum please sign and EMAIL/FAX this page back to the Department of Public Works at (707) 445-7409.

Received by: _____

GLM

Date

6/26/2020

Company: _____

Mobley Construction

Pages

Received

1

Total Pages Sent 1