

AGREEMENT

This is an AGREEMENT made and entered into this 29th day
of May, 2018, by and between the County of Humboldt, a
political subdivision of the State of California (hereinafter referred to as COUNTY)
and GR Wilcox Enterprises, Inc.

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:

Dinner Creek Culvert Replacement Project
AGREEMENT NO.: P1610515
CONTRACT NO.: 211304

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 Contractors
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions

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

- Standard Plans - dated 2015
- Standard Specifications - dated 2015
- 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 the date of execution of the contract by COUNTY and shall be fully completed within a period of 45 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:

✓ G.R. WILCOX ENT INC.
Box 186
WHITETHORN CA 95589

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

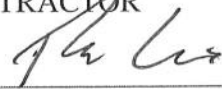
ATTEST:

KATHY HAYES

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

BY 
Clerk of the Board

CONTRACTOR

BY 

TITLE Pres. of corp

BY 

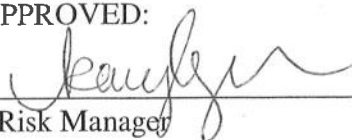
TITLE SEC.

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N/A
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY 
Risk Manager

BID FORM (EXHIBIT A)
Dinner Creek Culvert Replacement Project
AGREEMENT NO.: P1610515
CONTRACT NO.: 211304

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120089	Construct Detour (Railroad Flatcar Bridge)	LS	1	30,300.00	30,300.00
2	120090	Construction Area Signs	EA	12	340.00	4080.00
3	120100	Traffic Control System	LS	1	16,800.00	16,800.00
4	128601	Temporary Signal System	LS	1	20,893.00	20,893.00
5	129000	Temporary Railing (Type K)	EA	4	660.00	2640.00
6	130100	Job Site Management	LS	1	2500.00	2500.00
7	130200	Prepare Water Pollution Control Program	LS	1	2500.00	2500.00
8	130640	Temporary Fiber Roll (Type 1)	LF	600	4.08	2448.00
9	130680	Temporary Silt Fence	LF	400	14.00	5600.00
10	130900	Temporary Concrete Washout	EA	1	1808.00	1808.00
11	146004	Fish Protection (Water Bypass System)	EA	2	4746.00	9492.00
12	146100	Fish Habitat Structure	LS	1	9000.00	9000.00
13	150808	Remove Culvert (EA)	EA	2	5085.00	10,170.00
14	150808	S Remove Concrete Weir	LS	1	1580.00	1580.00
15	160102	Clearing and Grubbing	LS	1	11,300.00	11,300.00
16	190151	F Channel Excavation (Dinner Creek)	CY	260	52.00	13,520.00
17	192025	F Structure Excavation (Culvert)	CY	2,690	14.79	39,785.10
18	193004	F Structure Backfill (Culvert)	CY	860	78.60	67,596.00
19	198020	Imported River Gravel	CY	260	114.50	29,770.00
20	198050	Embankment	CY	1,030	23.60	24,308.00
21	210430	S Hydroseed	LS	1	4730.00	4730.00
22	260301	Class 2 Aggregate Base	CY	130	149.50	19,435.00
23	390102	Hot Mix Asphalt (Type A, 1/2" mix)	Ton	100	163.80	16,380.00
24	510103	S-F Class A Concrete (Arch Culvert)	CY	68	406.00	27,608.00
25	520101	S-F Bar Reinforcing Steel	Lbs	6,270	4.06	25,456.20
26	671101	120" Structural Steel Plate Pipe (0.109" Thick)	LF	30	830.00	24,900.00
27	674960	S 18"x9" Structural Steel Arch Culvert (0.168in-8g.)	LF	100	892.87	89,287.00
28	720111	Clean River Run Rock (6" to 8" Cobble)	CY	20	250.00	5000.00
29	720122	Rock Slope Protection (1/2 to 1-ton, Method A)	TON	150	122.00	18,300.00
30	721008	Rock Slope Protection (Light, Method B)	TON	50	115.20	5760.00
31	999990	Mobilization	LS	1	7232.00	7232.00

NOTE: ITEM CODE LETTER DESIGNATION; S=SPECIALTY ITEM, F=FINAL PAY QUANTITY

BID TOTAL 550,178.30

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO. _____

INITIAL _____



 (Bidder's Signature)

SEC.

 (Title)

4-24-18
 checked
 BY
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