

## AGREEMENT

This is an AGREEMENT made and entered into this day  
of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of Humboldt, a  
political subdivision of the State of California (hereinafter referred to as COUNTY)  
and \_\_\_\_\_ GR Sundberg, Inc. \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ California \_\_\_\_\_,  
hereinafter referred to as "CONTRACTOR".

### Section 1 - SCOPE OF WORK

Contractor shall furnish all Labor, Tools and Materials and perform all the work for the:

### ADA CURB RAMP IMPROVEMENTS (PHASE 3)

### CONTRACT NO.: 325701

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
- Supplemental Project Information
- 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 2022
- Revised Standard Plans - dated 2022
- Standard Specifications - dated 2022
- 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 100 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:

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

COUNTY OF HUMBOLDT

(SEAL) BY \_\_\_\_\_  
Chair, 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

GR SUNDBERG, INC.  
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

**BID FORM (EXHIBIT A)  
ADA CURB RAMP IMPROVEMENTS (PHASE 3)  
CONTRACT NO.: 325701**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	51,000.00	51,000.00
2	130620	TEMPORARY WATER POLLUTION CONTROL	LS	1	7,900.00	7,900.00
3	153121	REMOVE CONCRETE (DEMOLITION)	SF	31,333	7.00	219,331.00
4	152390	RELOCATE ROADSIDE SIGN	EA	53	300.00	15,900.00
5	260203	PLACE AGGREGATE BASE (CLASS 2)	CY	577	138.00	79,626.00
6	390132	PLACE HOT MIX ASPHALT (TYPE A)	TON	225	545.00	122,625.00
7	710214	ADJUST WM/W/SSCO BOX FRAME/COVER TO GRADE	EA	12	750.00	9,000.00
8	730045	CONSTRUCT MINOR CONCRETE (C&G & X-GUTTER REINFORCED)	CY	104	895.00	93,080.00
9	731504A	CONSTRUCT MINOR CONCRETE (CURB, CURB AND GUTTER)	CY	74	850.00	62,900.00
10	731521	CONSTRUCT MINOR CONCRETE (SIDEWALK)	CY	74	600.00	44,400.00
11	731623A	CONSTRUCT MINOR CONCRETE (CURB RAMP - TYPE A)	EA	14	7000.00	98,000.00
12	731623B	CONSTRUCT MINOR CONCRETE (CURB RAMP - TYPE B)	EA	2	7000.00	14,000.00
13	731623D	CONSTRUCT MINOR CONCRETE (CURB RAMP - TYPE C)	EA	75	5500.00	412,500.00
14	731623F	CONSTRUCT MINOR CONCRETE (CURB RAMP - TYPE CM)	EA	1	10,000	10,000.00
15	731623I	CONSTRUCT MINOR CONCRETE (CURB RAMP - TYPE F)	EA	2	10,000	20,000.00
16	730070	INSTALL DETECTABLE WARNING SURFACE	EA	99	490.00	48,510.00
17	840515	PLACE THERMOPLASTIC PAVEMENT MARKING	SF	1041	27.00	28,107.00
18	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	922	16.00	14,752.00
19	999990	MOBILIZATION	LS	1	85000.00	85,000.00

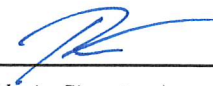
NOTE: ITEM CODE LETTER DESIGNATION; P=ITEM ELIGIBLE FOR PARTIAL PAY, F=FINAL PAY QUANTITY

BID TOTAL 1,436,631.00

Checked by:  
RD 6/6/23

ACKNOWLEDGEMENT OF ADDENDA

<u>ADDENDUM NO.</u>	<u>INITIAL</u>
_____	_____
_____	_____

  
\_\_\_\_\_  
(Bidder's Signature)

President  
\_\_\_\_\_  
(Title)