

**AGREEMENT**

This is an AGREEMENT made and entered into this 5 day of August, 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

BY Estelle Demnell

(SEAL)

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 Kathy Hayes  
Clerk of the Board

✓ CONTRACTOR  
BY George  
TITLE President Treasury  
BY My My  
TITLE Secretary

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N/A  
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED  
AND APPROVED:

BY [Signature]  
Risk Manager

**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 2<sup>nd</sup> 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](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 Swehla*  
 Jeremy Swehla  
 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**

CONTRACT CHANGE ORDER NUMBER	1	SUPPL. NO.	
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DATE PREPARED BY RESIDENT ENGINEER: November 23, 2020

PROJECT NAME WILLIAMS CREEK EMERGENCY STREAMBANK REPAIR PROJECTPROJECT NO. 251009 CONTRACT NO. NR 209104XXXXC005TO: MOBLEY CONSTRUCTION, INC., 1939 MARKET STREET, FERNDALE, CA 95536

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR TO DO THE FOLLOWING DESCRIBED WORK NOT INCLUDED IN THE PLANS AND SPECIFICATIONS FOR THIS CONTRACT. NOTE THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE DIRECTOR OF PUBLIC WORKS

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES PAID. (SEGREGATE BETWEEN ADDITIONAL WORK AT CONTRACT PRICE, AGREED PRICE AND FORCE ACCOUNT.) UNLESS OTHERWISE STATED, RATES FOR RENTAL OF EQUIPMENT COVER ONLY SUCH TIME AS EQUIPMENT IS ACTUALLY USED AND NO ALLOWANCE WILL BE MADE FOR IDLE TIME. THE LAST PERCENTAGE SHOWN IS THE NET ACCUMULATED INCREASE OR DECREASE FROM THE ORIGINAL QUANTITY IN THE ENGINEER'S ESTIMATE.

**EXTRA WORK AT AGREED PRICE**

1a) Fabricate and install conversion sheet pile	\$	1,990.00
1b) Furnish and install sheet pile hole caps	\$	1,397.00
1c) Grind and smooth exposed edges of steel sheet pile	\$	1,684.00
1d) Furnish and place gravel and repair irrigation pipe in staging area	\$	3,901.00

TOTAL INCREASE FOR EXTRA WORK AT AGREED LUMP SUM PRICE = \$ 8,972.00

**DECREASE IN CONTRACT ITEMS AT CONTRACT PRICES**

ITEM NO. 8 ROLLED EROSION CONTROL PRODUCT (NETTING) (TYPE B)					
-412 SY	-82.40%	@	\$ 10.00 / SY	\$	(4,120.00)
ITEM NO. 9 FIBER ROLLS					
-160 LF	-47.06%	@	\$ 10.00 / LF	\$	(1,600.00)
ITEM NO. 11 FURNISH STEEL SHEET PILE					
-194 SF	-4.80%	@	\$ 23.00 / SF	\$	(4,462.00)

TOTAL DECREASE = \$ (10,182.00)

No adjustment to contract unit price for Bid Item No. 9, Fiber Rolls, will be made in accordance with Section 9-1.06C, "Decreases of More Than 25 Percent," of the *Standard Specifications* by reason of this change order.

**ADJUSTMENT OF COMPENSATION AT AGREED UNIT PRICE:**

In accordance with Section 9-1.06C, "Decreases of More Than 25 Percent," of the *Standard Specifications*, the adjustment of the bid item unit price for Bid Item No. 8, Rolled Erosion Control Product (Netting) (Type B), will be \$13.75 per square yard. This sum constitutes full compensation, including markups, for this change.


TOTAL INCREASE FOR ADJUSTMENT AT AGREED UNIT PRICE = 88 SY @ \$13.75 / SY = \$ 1,210.00

No time adjustment is granted because contract time was sufficient to accommodate these changes.


ESTIMATED TOTAL INCREASE = \$ -

BY REASON OF THIS CHANGE, THE CONTRACT TIME WILL BE INCREASED BY 0 WORKING DAYS

**SUBMITTED BY:**

SIGNATURE 	PRINT NAME AND TITLE ANGI SORENSEN, CONSTRUCTION ENGINEER	DATE 11-24-2020
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**DIRECTOR APPROVAL BY:**

SIGNATURE 	PRINT NAME AND TITLE TOM MATTSO, DIRECTOR OF PUBLIC WORKS	DATE 11/30/20
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WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THIS CHANGE PROPOSED AND AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL PROVIDE ALL EQUIPMENT, FURNISH ALL MATERIALS, EXCEPT AS MAY OTHERWISE BE NOTED ABOVE, AND PERFORM ALL SERVICES NECESSARY FOR THE WORK ABOVE SPECIFIED, AND WILL ACCEPT AS FULL PAYMENT, THEREFORE, THE PRICES SHOWN ABOVE. NOTE: IF YOU, THE CONTRACTOR, DO NOT SIGN ACCEPTANCE OF THIS ORDER, YOUR ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE SPECIFICATION AS TO PROCEEDING WITH THE ORDERED WORK AND FILING A WRITTEN PROTEST WITHIN THE TIME THEREIN SPECIFIED.

**CONTRACTOR ACCEPTANCE BY:**

SIGNATURE 	PRINT NAME AND TITLE GWA Mobley President	DATE 11-24-2020
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