

COUNTY OF NEVADA

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 225029 FEDERAL CONTRACT NO. HSIP-5917 (095)

THIS AGREEMENT, made and concluded, in duplicate, between the County of Nevada thereof, party of the first part, and American Civil Constructors Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Nevada, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015 the Standard Specifications, dated 2015 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are entitled:

**COUNTY OF NEVADA;
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS, BIDDING AND CONTRACT DOCUMENTS FOR**

Nevada County High Friction Surface Treatment Project 2017

IN

NEVADA COUNTY

The project plans for the work to be done were approved on January 10, 2017 and are entitled:

**COUNTY OF NEVADA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR**

Nevada County High Friction Surface Treatment Project 2017

IN

NEVADA COUNTY

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

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said 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 agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or 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 NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS, 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 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 under them, to wit:

BID ITEM LIST – CONTRACT NO. 225029 / FEDERAL CONTRACT NO. HSIP-5917(095)					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL AMOUNT
1.	MOBILIZATION	LS	1	\$50,040.70	\$50,040.70
2.	TRAFFIC CONTROL	LS	1	\$45,700.00	\$45,700.00
3.	REPLACE RAISED MARKERS (cd)	EA	350	\$23.00	\$8,050.00
4.	RECESSED PAVEMENT MARKERS	LS	1	\$4,000.00	\$4,000.00
5.	WATER POLLUTION CONTROL PLAN	LS	1	\$1,000.00	\$1,000.00
6.	HIGH FRICTION SURFACE TREATMENT	SY	22678	\$24.35	\$552,209.30
Construction Total in Figures		\$661,000.00			
Construction Total in Words		Six hundred sixty one thousand dollars and no/100-----			

**CONTRACT AWARD WILL BE BASED ON GRAND TOTAL BID
OF ITEMS 1-6 LISTED ABOVE**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractors List," of the Standard Specifications and Section 2-1.01, "General," of these special provisions

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

APPROVED:

**STATE OF CALIFORNIA
COUNTY OF NEVADA**

Date: _____

By _____
Chair, Board of Supervisors

Date: _____

By _____
Contractor

Licensed in accordance with
an act providing for the
registration of contractors,

License No. _____

Federal Employer Identification

Number _____

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of _____, 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:

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 City / County of _____ in the sum of \$ _____ dollars (\$ _____), to be paid to said City / 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 City / County of _____, 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 _____, 20__.

Correspondence or claims 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.

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of _____, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

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

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ SS

On this _____ day of _____ in the year 20 ____ before me

_____, personally appeared

_____, personally known to me (or proved to me

Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged 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

FEDERAL MINIMUM WAGE RATES

See the Federal Website, <http://www.wdol.gov/> for current rates. Rates that are current at the time of bid will be attached and included in the contract.