

COUNTY OF NEVADA
STATE OF CALIFORNIA

CONTRACT

FOR

MCCOURTNEY ROAD LANDFILL GAS EXTRACTION WELL INSTALLATION PROJECT

DATE: July 17, 2018

(Standard Public Works Contract)

COUNTY OF NEVADA

STATE OF CALIFORNIA

CONTRACT

THIS CONTRACT, made this 17 day of July, 2018, by and between the COUNTY OF NEVADA, hereinafter referred to as County and Blue Flame Crew West, LLC hereinafter referred to as Contractor.

WITNESSETH: That the County and Contractor, for the consideration hereinafter mentioned, agree as follows:

ARTICLE I: DEFINITIONS

Wherever used in these general conditions or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Act of God

"Act of God" means an earthquake or flood, or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda

Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents.

Application for Payment

The form accepted by County which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Calendar Days

Consecutive days of the month including Saturdays, Sundays and holidays. A calendar day shall be the 24 hours running from midnight to the next midnight.

Change Order

A document, which is signed by Contractor and County and authorizes an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the contract.

Contract Documents

The written agreement covering the performance of the work and the furnishing of labor, materials and equipment in construction of the work. The agreement shall be construed to include the

1. Invitation to Bid
2. Instruction to Bidders

BASE BID PACKAGE

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Site Safety Plan & Implementation	LS	1	\$4,500.00	\$4,500.00
2	Mobilization / Demobilization	LS	1	\$11,500.00	\$11,500.00
3	Preservation of Landfill Final Cover	LS	1	\$6,200.00	\$6,200.00
4	Drilling and Well Construction	PRICE/FT	115 FT ¹	\$210.00	\$24,150.00
5	Installation of HDPE Lateral Piping	PRICE/FT	100 FT	\$27.00	\$2,700.00
6	Waste Disposal	PRICE/LB	70,000 LBS	\$0.08	\$5,600.00
7	Purchase and Installation of Extraction Wellheads	PRICE/WELLHEAD	29	\$835.00	\$24,215.00
TOTAL \$					78,865.00

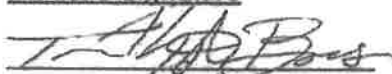

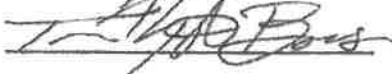
TOTAL OF BID (in figures): \$78,865.00

TOTAL OF BID (in words): Seventy-eight thousand, eight hundred sixty-five dollars and zero cents.

Contract shall be awarded based upon the sum of Base Bid Package (Items 1 - 5)

The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instructions to Bidders, and further agrees to complete all work by the bid, in accordance with all requirements the contract.

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
Addendum 1		6/4/2018
Addendum 2		6/11/2018
Addendum 3		6/13/2018
_____	_____	_____
_____	_____	_____

All addenda received have been considered in preparation of this bid.

Enclosed herewith are the Bid Form, Bid Bond or other security, Experience Statement, Subcontractor Listing and Bidder's Representations form.

In submitting this bid it is understood that the right is reserved by County to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders.

County reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead, profit and all applicable taxes.

By submission of this bid, each bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

A bid bond will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and labor and material bond as required in the contract with a surety satisfactory to County within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, County may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the County of Nevada.

Accompanying this bid is Bidder's Bond

("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for \$ 7,886.60 an amount equal to ten percent (10%) of the total bid.

The names of individuals who are principals in any partnership, joint venture, business association or corporation in the foregoing bid are as follows:

Timothy A. Boos ; President

Licensed in accordance with an act providing for the registration of contractors, License No.

Lic # #: 993502 Class A (general Contracting); C-57 (drilling); DIR # 1000028499

Dated: 6/19/18

Blue Flame Crew West, LLC


Authorized Signature of Bidder

BUSINESS ADDRESS: 3079 Deer Meadow Drive Danville, CA 94506

PLACE OF RESIDENCE: 2492 Acorn Hill Ct. Lisle, IL 60532

TELEPHONE NUMBER: 630-225-4286

In the event the Contractor is a joint venture of two or more Contractors, all grants, covenants, provisos and claims, rights, powers, privileges and liabilities of the contract shall be construed and held to be several as well as joint; any notice, order, direction, request or other communication required to be or that may be given by County to the Contractor under this agreement shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons; any notice, request or other communication given by any one of such persons to County under this agreement shall be deemed to have been given by and shall bind all persons being the Contractor.

ARTICLE XXX: VENUE AND JURISDICTION

This contract shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in Nevada County, California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written, above. One counterpart each has been delivered to County, Contractor, and the Sureties. All portions of the contract documents have been signed or identified by County and Contractor.

ATTEST:

Clerk of the Board

COUNTY OF NEVADA

By: _____

Chairman, Board of Supervisors

CONTRACTOR : Blue Flame Crew West, LLC.

By: _____

Licensed in accordance with an act providing for
the registration of Contractors

License Number: 993502 _____

Fed. Tax ID No: _____

Telephone No: 630-225-4286 _____