

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 West Coast LLC. 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 & ⁰⁰ / 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. 1011546

Federal Employer Identification

Number 68-0148343