

NAPA COUNTY AGREEMENT NO. _____

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made this 19th day of October, 2021 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Highway Specialty Company Inc., of Palo Cedro, CA, hereinafter referred to as “CONTRACTOR”;

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor’s own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as **LNU FIRE COMPLEX GUARDRAIL REPAIR PROJECT, RDS 20-39**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled **LNU FIRE COMPLEX GUARDRAIL REPAIR PROJECT, RDS 20-39**, the Bid submitted by Contractor (“Bid Proposal”), the Special Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation (“Standard Specifications”). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

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

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by County.

ARTICLE IV. 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 Contract; for all loss and damage, arising out of the nature of such work, 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 Board of Supervisors of the County and for all risks of every description connected with the work; 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, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

LNU FIRE COMPLEX GUARDRAIL REPAIR PROJECT BERRYESSA-KNOXVILLE RD, STEELE CANYON RD, WRAGG CANYON RD RDS 20-39					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
GENERAL CONDITION					
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	Traffic Control	LS	1	\$56,500.00	\$56,500.00
3	Guardrail Removal	LF	1	\$29,500.00	\$29,500.00
A. BERRYESSA-KNOXVILLE ROAD					
A1	MGS A77L2 (Steel post/Plastic Block) with 8 ft long posts	LF	1,444	\$50.50	\$72,922.00
A2	MGS A77L2 (Steel Post and Plastic Block)	LF	1,337	\$43.50	\$58,159.50
A3	MGS Terminal System A77N6 (Type SRT)	EA	18	\$3,650.00	\$65,700.00
B. STEELE CANYON ROAD					
B1	MGS A77L2 (Steel Post/Plastic Block)	LF	382	\$43.50	\$16,617.00
B2	MGS Terminal System A77P2 (Type SRT)	EA	4	\$3,650.00	\$14,600.00
B3	Modified MGS A77Q1 Type 12B Structure Approach	EA	1	\$6,400.00	\$6,400.00
ARROYO GRANDE DR.					
C1	MGS A77L2 (Steel Post/Plastic Block)	LF	45	\$43.50	\$1,957.50
C2	MGS Terminal System A77N6, (Type SRT 6-Post Assy) Nose Only	EA	2	\$3,650.00	\$7,300.00
C. WRAGG CANYON ROAD					
D1	MGS Repair	EA	2	\$3,700.00	\$7,400.00
TOTAL BASE BID		\$347, 056.00			
TOTAL BASE BID (WRITTEN) <u>\$ Three hundred forty-seven thousand and fifty-six</u> <u>and 0/100 DOLLARS</u>					

IN WITNESS WHEREOF, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair of the
Board of Supervisors

“COUNTY”

By _____

By _____

“CONTRACTOR”

APPROVED AS TO FORM Office of County Counsel By: _____ County Counsel Date: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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NOTE: *Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*