

NAPA COUNTY AGREEMENT NO. 220220B

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate, **14th day of December 2021** by and between NAPA COUNTY, a political subdivision of the State of California this _____, hereinafter referred to as “COUNTY”, and **Midstate Barrier, Inc.**, 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 **GLASS FIRE GUARDRAIL REPAIR PROJECT, RDS 20-48**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled **GLASS FIRE GUARDRAIL REPAIR PROJECT, RDS 20-48**, 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:

GLASS FIRE GUARDRAIL REPAIR PROJECT SPRING MTN RD, LODI LANE, LARKMEAD LANE, OLD LAWLEY TOLL RD RDS 20-48					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
GENERAL CONDITIONS					
1	Mobilization	LS	1	\$45,700.00	\$45,700.00
2	Traffic Control	LS	1	\$50,000.00	\$50,000.00
3	Guardrail Removal	LS	1	\$85,800.00	\$85,800.00
A. SPRING MOUNTAIN ROAD					
A1	MGS A77L2 (Steel post/Plastic Block)	LF	6,200	\$38.50	\$238,700.00
A2	MGS Terminal System A77N6 (Type SRT)	EA	24	3,750.00	\$90,000.00
B. OLD LAWLEY TOLL ROAD					
B1	MGS A77L2 (Steel post/Plastic Block)	LF	2,127	\$38.50	\$81,889.50
B2	MGS Terminal System A77N6 (Type SRT)	EA	2	\$3,750.00	\$7,500.00
C. MODIFIED GUARDRAIL SYSTEMS					
SPM9	MGS A77L2 (Steel Post/Plastic Block with End Treatments	LS	1	\$7,800.00	\$7,800.00
SPM14	MGS A77L2 (Steel Post/Plastic Block with End Treatments	LS	1	\$8,600.00	\$8,600.00
SPM15	MGS A77L2 (Steel Post/Plastic Block with End Treatments	LS	1	\$9,900.00	\$9,900.00
SPM16	MGS A77L2 (Steel Post/Plastic Block with End Treatments	LS	1	\$8,600.00	\$8,600.00
LD1	MGS A77L2 (Steel Post/Plastic Block with End Treatments	LS	1	\$9,900.00	\$9,900.00
LD2	MGS A77L2 (Steel Post/Plastic Block with End Treatments	LS	1	\$9,900.00	\$9,900.00
LKM1	Modified MGS A77Q1 Type 12B Structure Approach	LS	1	\$9,900.00	\$9,900.00
LKM2	MGS A77L2 (Steel Post/Plastic Block	LS	1	\$11,950.00	\$11,950.00
LKM3	MGS A77L2 (Steel Post/Plastic Block	LS	1	\$14,300.00	\$14,300.00

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TOTAL BASE BID	\$ 690,439.50
TOTAL BASE BID (WRITTEN): <u>SIX HUNDRED NINETY</u> <u>THOUSAND FOUR HUNDRED THIRTY NINE</u> and 50/100 DOLLARS	

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 _____
DALE R. BREEN, President

By _____
DAN L. NICHOLAS, Secretary

“CONTRACTOR”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ County Counsel</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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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.