



COUNTY OF SAN BENITO
STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 11th day of April, 2017 between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and Northern Underground Construction, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Supervisors of said County of San Benito heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Supervisors of County of San Benito did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of San Benito within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of County of San Benito publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Board of Supervisors of County of San Benito, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION SYSTEM IMPROVEMENTS – PWB-1604

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 calendar days after the date of the Notice To Proceed and will complete the same within 60 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Two Hundred Sixty Thousand One Hundred Forty Dollars and No Cents (\$260,140.00).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) INVITATION FOR BIDS
 - (2) INSTRUCTIONS FOR SUBMITTING BIDS
 - (3) GENERAL TERMS AND CONDITIONS

- (4) AWARD OF BID
- (5) DEPARTMENT OF PUBLIC WORKS GENERAL INSTRUCTIONS
- (6) SPECIFICATIONS AND REQUIREMENTS
- (7) ADDENDA:

No. 1, dated 1/17, 2017 No. , dated , 20

b. THE ACCEPTED BID/PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) SIGNATURE SHEET
 - (2) BID COST SHEET
 - (3) REFERENCE LIST
 - (4) SUBCONTRACTOR LIST
 - (5) NON-COLLUSION DECLARATION
- c. NOTICE OF AWARD
 - d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
 - e. PERFORMANCE BOND
 - f. PAYMENT BOND
 - g. NOTICE TO PROCEED
 - h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S bid or proposal, then this instrument shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is 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.
- 8. During the performance of this Contract, Contractor agrees as follows:
 - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

- c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
9. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: _____
Title: RMA Director _____
Address: 2301 Technology Parkway _____
Phone: 831-636-4170 _____
Fax: 831-636-4176 _____
E-mail: _____

CONTRACTOR'S Contract Administrator:

Name: _____
Title: _____
Phone: _____
Fax: _____
E-mail: _____

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

COUNTY OF SAN BENITO

Date _____

RMA Director

CONTRACTOR (FIRM)

Date _____ By _____

Address: _____

Phone: _____

Fax: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date *April 3, 2017*