

NAPA COUNTY AGREEMENT NO. \_\_\_\_\_

CONTRACT FOR CONSTRUCTION

**THIS AGREEMENT**, made and concluded in triplicate this 23<sup>rd</sup> day of March, 2021 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and The Original Mowbray's Tree Service, 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 **2020 GLASS FIRE FELLED TREE DEBRIS REMOVAL, RDS 20-45C**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications ("Plans") entitled **2020 GLASS FIRE FELLED TREE DEBRIS REMOVAL, RDS 20-45C**, 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:

**2020 GLASS FIRE FELLED TREE DEBRIS REMOVAL  
RDS 20-45C**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
<b>A. GENERAL CONDITION</b>					
1	Mobilization	LS	1	5,000.00	5,000.00
2	Traffic Control	LS	1	12,000.00	12,000.00
<b>B. DEBRIS REMOVAL</b>					
3	Felled Trees for removal	EA	559	402.50	224,997.50
<b>TOTAL BASE BID</b> <u>241,997</u> and <u>50</u> / 100					
<b>TOTAL LUMP SUM BASE BID (WRITTEN)</b>  <u>TWO HUNDRED FORTY-ONE THOUSAND, NINE HUNDRED NINETY-SEVEN and 50 / 100 DOLLARS</u>					

All work in these special provisions including plans, specifications, and site visit affidavit will be covered by these line items and total price provided by contractor.

**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  
Board of Supervisors

“COUNTY”

By \_\_\_\_\_  
RICHARD MOWBRAY, CEO / President

By \_\_\_\_\_  
ROBIN MOWBRAY, VP / Secretary / Treasurer

“CONTRACTOR”

<b>APPROVED AS TO FORM</b> Office of County Counsel  By: _____ County Counsel  Date: _____	<b>APPROVED BY THE</b> <b>NAPA COUNTY</b> <b>BOARD OF SUPERVISORS</b>  Date: _____  Processed By: _____  Deputy Clerk of the Board	<b>ATTEST: JOSE LUIS</b> <b>VALDEZ</b> 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.