

**CONTRACT**

This Contract, made and entered into this 14<sup>th</sup> day of September, 2020, between the County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and: Reber Construction Company Inc, hereinafter referred to as Contractor;

**WITNESSETH:**

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

WHEREAS, the Board of Supervisors of County of Santa Cruz 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 Santa Cruz 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 Board of Supervisors of County of Santa Cruz 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 Santa Cruz, 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 therefor.

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

1. **SCOPE OF WORK**

Contractor will furnish **labor, equipment, tools and materials** necessary for site work and construction of **timber lagging soldier pile retaining walls, midwest guardrail system, reconstructed roadway, erosion control and revegetation**. The Contractor shall include in its bid and provide labor, tools, equipment, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans, special provisions, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and special provisions are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

2. TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified within the plans and special provisions, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and County of Santa Cruz agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Supervisors of County of Santa Cruz, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and special provisions, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and special provisions.

Upon condition the Contractor faithfully performs its obligations herein, County of Santa Cruz agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of Seven hundred seventy eight thousand five hundred sixty seven dollars and seventy one cents (\$778,567.71.)

IN WITNESS WHEREOF, County of Santa Cruz and Contractor have caused this Contract to be signed as of the day and year first above written.

Project Name: Alba Road Pm 1.58 Storm Damage Repair Project

4. County of Santa Cruz:

By: 

Print Name: Matt Machado

Print Title: Director of Public Works

Date: 9/14/20

2. Contractor:

By:   
(Signature of Authorized Agent)

Print Name: James A. Deber

Print Title: President

Date: 8-27-20

1. Approved as to form:

  
County Counsel

Date: 08/18/2020

3. Approved as to insurance:

  
Risk Management

Date: 9/10/2020