

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of May, 2024, by and between the **COUNTY OF LAKE**, hereinafter called "**OWNER**" and **Gregg Simpson Trucking and Construction.**, doing business as a corporation, hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

(1) The **CONTRACTOR** will commence and complete the **Socrates Mine Rd. Landslide Repair Project**, Bid No. 23-13.

(2) The **CONTRACTOR** will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **PROJECT** described herein.

(3) The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within 15 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within one hundred and twenty (120) working 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 **\$1,075,961.35**, as shown in the contractors **BID**.

(5) The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) **ADVERTISEMENT FOR BIDS**
- (B) **NOTICE TO BIDDERS**
- (C) **BIDDERS' CHECKLIST**
- (D) **BID**
- (E) **LIST OF SUBCONTRACTORS**
- (F) **BID BOND**
- (G) **LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION PROJECTS)**
- (H) **LOCAL AGENCY DBE INFORMATION – GOOD FAITH EFFORTS**
- (I) **AGREEMENT**
- (J) **PAYMENT BOND**
- (K) **PERFORMANCE BOND**
- (L) **SPECIAL PROVISIONS** prepared or issued by **COUNTY OF LAKE**,  
Dated February 15, 2024.
- (M) **CHANGE ORDERS**
- (N) **ADDENDA:**
  - NO. 1**, dated March 08, 2024 – Revised Federal Wage Rates
  - NO. 2**, dated March 13, 2024 – Bid Opening Extension
  - NO. 3**, dated April 10, 2024 – 1273 FHWA Provisions

(O) FEDERAL WAGE RATES dated March 01, 2024, incorporated herein,  
and attached as Exhibit "A".

(6) The OWNER will pay to the CONTRACTOR in the manner and at such  
times as set forth in the General Conditions such amounts as required by the  
CONTRACT DOCUMENTS.

(7) This Agreement shall be binding upon all parties hereto and their respective  
heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be  
executed by their duly authorized officials, this Agreement on the date first above  
written.

ATTEST: Susan Parker  
Clerk of the Board

COUNTY OF LAKE

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM  
Lloyd Guintivano  
County Counsel

CONTRACTOR

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_