AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara, (hereinafter referred to as "Owner") and Grade Tech, Inc., (hereinafter referred to as "Contractor").

Owner and Contractor for the consideration hereinafter named agree as follows:

SCOPE OF WORK:

Contractor shall furnish all of the materials and perform all of the Work for the construction of Hellyer County Park Gap Trail

in accordance with the Contract Documents.

CONTRACT PRICE: $228,801

As full compensation for furnishing all materials and for doing the Work contemplated and embraced in this Agreement, for all loss or damage arising out of the nature of the Work aforesaid, or from the actions 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 Owner, for all risks of every description connected with the Work, for all expenses incurred by or in every kind 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 Contract Documents, Owner shall pay the amount specified by Contractor on the Bid Form supplied by Owner.

CONTRACT DOCUMENTS:

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any Work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said Documents. The Contract Documents are incorporated herein by reference the same as though set forth in full.

Formation of a contract between the parties requires accomplishment of the following; (1) Execution of this Agreement by Contractor; (2) Submission by Contractor and approval by Owner of the required bonds and insurance certificates; (3) Execution of this Agreement by Owner. No contract shall arise until these three elements have been accomplished. Contractor is allowed seven (7) calendar days after the Date of Award by the County Board of Supervisors to submit the required bonds and insurance certificates. If Contractor fails to submit the required bonds and insurance certificates within seven calendar (7) days, Owner reserves the right to annull the award and obtain forfeiture of the Bid Bond.
AGREEMENT (CONT'D)

BEGINNING OF WORK:

Following approval of bonds and insurance, and execution of this Agreement by both parties, Owner shall issue a Notice to Proceed with the work.

TIME OF COMPLETION:

The Work called for herein shall be commenced only after receipt of the Notice to Proceed to be issued by Owner within thirty (30) calendar days after award which shall specify the first day charged to the Contract, and the Work shall be fully completed within the time limit set forth in the Notice to Bidders.

CONTRACTOR'S LICENSE:

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning contractor licensing shall be referred to the Registrar of the Contractor's State License Board at 1020 "N" Street, Sacramento, CA 95814.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24th day of April, 2007.

CONTRACTOR:

Signature: ____________________________
Printed Name: Eric Remson
Title: Sect/Tres.
Address: PO Box 1728
San Ramon, CA 94583

Contractor's License No.: 628365
License Class: A
License Expiration Date: 9-30-07

COUNTY OF SANTA CLARA:

Chairperson of the Board of Supervisors
Donald F. Gage

ATTEST:

Clerk of the Board of Supervisors
Phyllis A. Perez

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
COUNTY OF Alameda )

On 5-4-07 before me, Lori Barry - Notary Public
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Eric Remson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC SIGNATURE (SEAL)

LORI BARRY
Commission # 1732396
Notary Public - California
Alameda County
My Comm: Expires Apr 16, 2014

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Agreement

DATE OF DOCUMENT ____________________ NUMBER OF PAGES ____________________

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER'S NAME ____________________ SIGNER'S NAME ____________________

RIGHT THUMPRINT ____________________ RIGHT THUMPRINT ____________________