THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "Owner") and Anderson Pacific Engineering Construction, Inc. (hereinafter referred to as "Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for Seismic Retrofit and Railing Replacement of Los Gatos Creek Bridge on Aldercroft Heights Road Project, Bridge No. 3T00173 (Federal Project No. STPLZ-5937(033)) in accordance with the Contract Documents.

ARTICLE 2 - CONTRACT PRICE

As full compensation for furnishing all materials and performing all the Work contemplated and encompassed by this Agreement; for all loss and/or damage, arising out of the Work aforesaid, or from 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; and for all expenses incurred by or in consequence of the suspension of discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor on the Bid Form as follows:

$1,197,743

less any unearned Supplemental Work allowance.

ARTICLE 3 - 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 Contract Documents. The Contract Documents are incorporated herein by reference 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 acceptance by Owner of the required Contract Bonds, Contractor's certification regarding Worker's Compensation, and insurance coverages and documents; (3) execution of this Agreement by Owner. No Contract is formed until these three elements have been accomplished to the satisfaction of the Owner.

5/22/2000; Rev. 04/14/2006
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ARTICLE 4 - BEGINNING OF WORK

Following acceptance of Contract Bonds, Contractor’s certification regarding Worker’s Compensation (Contract Form 6 - Contractor’s Certification Regarding Worker’s Compensation), Insurance coverages and documents, and execution of this Agreement by both parties, Owner’s Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time.

ARTICLE 5 - TIME OF COMPLETION

The first day charged shall be the 20th day following the date of the Notice of Award, and all work shall be fully completed within the time limit set forth in the Notice to Bidders.

ARTICLE 6 - PREVAILING WAGES

The statement of prevailing wages appearing in the State Labor Surcharge and Equipment Rental Rates and State General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. A copy of the State General Prevailing Wage Rates dated 8/22/2006 is on file with the Clerk of the Board of Supervisors. 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 said terms of said proposal conflicting herewith.

ARTICLE 7 - WORKER’S COMPENSATION

By my signature hereunder and on Contract Form 6 – Contractor’s Certification of Worker’s Compensation, as Contractor, I certify that I am aware of the provisions of Section 83700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 8 - CONTRACTOR’S LICENSE

Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractors’ State License Board whose address is:

Contractors’ State License Board
1020 N Street
Sacramento, CA 95814

5/22/2000; Rev. 04/14/2006
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 24th day of April, 2007.

ATTEST:

Phyllis A. Perez
Clerk of the Board of Supervisors
Phyllis A. Perez

COUNTY OF SANTA CLARA

Chair of the Board of Supervisors
Donald F. Gage

CONTRACTOR

Peter E. Anderson
(Signature)
By: Peter E. Anderson
(Printed Name)
Title: President
Address: 1396 Norman Ave
Santa Clara CA 95054
Contractor's License No.: 245315
License Class: A B C 10 HA 2
License Expiration Date: 7-31-07

(If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.)