

CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PROJECT NO. 812530

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and **MONTEREY PENINSULA ENGINEERING**, hereinafter called the "Contractor," (collectively referred to as "the parties").

WITNESSETH:

1. THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 812530

in accordance with this AGREEMENT and with all of the following additional Contract documents which are incorporated into and made a part of this AGREEMENT:

(a) The Standard Specifications 2022, and the Standard Plans 2022, including issued revision, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION OF
PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 812530

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds

(f) Certificate of Insurance

(g) The accepted bid/proposal including the following:

(1) List of Subcontractors

(2) Equal Employment Opportunity Certification

(3) Public Contract Code

Section 10285.1 Statement

Section 10162 Questionnaire

Section 10232 Statement

(4) Noncollusion Declaration

(5) Debarment and Suspension Certification

(6) Statement Concerning Employment Of Undocumented Aliens

(7) Contractor's Certificate as to Workers' Compensation

(8) Waiver for Payment Adjustments for Price Index Fluctuations

- (9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 812530

Item No.	Item Code	F,S,P	Description	Unit	Quantity	Unit Cost	Amount
1			Mobilization	LS	1	65,000	65,000
2			Traffic Control System	LS	1	115,000	115,000
3			Water Pollution Control	LS	1	11,500	11,500
4			CPM Schedule	LS	1	4,000	4,000
5			Lead Compliance Plan	LS	1	2,800	2,800
6			Clearing and Grubbing	LS	1	8,200	8,200
7			Slurry Seal Type II	SY	7725	10	77,250
8			Hot Mix Asphalt (Type A) - 2.5" Overlay	TON	6560	180	1,180,800
9			Grind and Removal of Existing Roadway	CY	3240	54	174,960
10			Adjust Storm Drain French Drain to Grade	EA	1	NA	NA
11			Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	15	2,200	33,000
12			Adjust Water Valve Cover to Grade (WV)	EA	30	1,000	30,000
13			Thermoplastic Traffic Stripe - Detail 21	LF	4415	3	13,245

14		Pavement Marking (White)	SF	650	10	6,500
15		Pavement Marker - Blue Reflective Marker	EA	20	22	440

Base Bid Total: \$1,722,695

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

4. PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states:

(a) As used in this section:

- (1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.
- (2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.
- (b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
- (c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

CONTRACTOR:

Monterey Peninsula Engineering, a partnership

(Name of Company)

By:

Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

Peter J. Taormina

Printed Name

Its: Manager

Title

Date: 08/19/2023

By:

Corp: Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer
LLC: Signature of Manager

Printed Name

Its:

Title

Date:

COUNTY OF MONTEREY:

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS PROVISIONS

By:

DocuSigned by:
Randell Ishii
C00770208FE04E3

Name: Randell Ishii, MS, PE, TE, PTOE

Title: Director of Public Works, Facilities and Parks

Dated: 8/25/2023 | 9:32 AM PDT

OFFICE OF THE COUNTY
COUNSEL-RISK MANAGEMENT

APPROVED AS TO FORM

By:

DocuSigned by:
Mary Grace Perry
A1933B28E717442

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 8/25/2023 | 9:10 AM PDT

By:

DocuSigned by:
Ma Mon
20470D9877086406

Name: Ma Mon

Title: Chief Deputy Auditor-Controller

Date: 8/24/2023 | 11:51 AM PDT

OFFICE OF THE COUNTY
COUNSEL-RISK MANAGEMENT

APPROVED AS TO INDEMNITY/
INSURANCE PROVISIONS

By:

DocuSigned by:
Leslie J. Girard
2EF80C78E56647E

Name: Leslie J. Girard

Title: County Counsel-Risk Manager

Date: 8/24/2023 | 3:17 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute

this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.