

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-11994

- a. Award contract to Canterbury Manufactured)
Homes in the amount of \$204,220 to provide)
Five Modular Living Units for Monterey County)
Parks, Lake Nacimiento and Lake San Antonio,)
Bid No.10306; and)
- b. Authorize the Chair of the Board to sign the)
contract; and)
- c. Authorize the Director of Parks to approve)
change orders up to 10% of the bid.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

- a. Award contract to Canterbury Manufactured Homes in the amount of \$204,220 to provide Five Modular Living Units for Monterey County Parks, Lake Nacimiento and Lake San Antonio, Bid No.10306; and
- b. Authorize the Chair of the Board to sign the contract; and
- c. Authorize the Director of Parks to approve change orders up to 10% of the bid.

PASSED AND ADOPTED on this 24th day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 24, 2011.

Dated: May 26, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Chait A. Muel
Deputy

AGREEMENT TO PROVIDE FIVE (5) MODULAR UNITS FOR THE MONTEREY COUNTY PARKS DEPARTMENT

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Canterbury Manufactured Homes, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10306) for Proper removal and disposal of five (5) modular units, and purchase and installation of five (5) pre-fabricated new modular rental living units. Four (4) units shall be placed at Lake San Antonio's North Shore, and One (1) unit shall be placed at Lake Nacimiento Resort, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP# 10306 and in this AGREEMENT on the terms and conditions contained herein and in RFP# 10306. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP# 10306 dated Thursday April 7th, 2011,

Addenda # 1 & 2

CONTRACTOR'S Proposal dated April 22, 2011, including all attachments and exhibits, to RFP # 10306

AGREEMENT

Certificate of Insurance

Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and exhibits), RFP #10306, Addendum, Certificate of Insurance, and Additional Insured Endorsements.
- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.
- 1.6 **PROPOSED PROJECT TIMELINE**
Demolition and disposal shall begin upon signed award of contract and shall be completed before new units arrive. Delivery of new units will be within 40 days after signed award contract. Installation shall be complete within 2 weeks after delivery.

2.0 SCOPE OF SERVICE

2.1 FIVE (5) NEW UNITS

Five (5) new units shall be a minimum of 12' X 33' nominal size, excluding hitch, one bedroom with separate bunk area, fully functional kitchen, sliding glass door side entrance, dormer roof above SGD. Cabin to have brown rustic exterior appearance.

INTERIOR

- 2.1.1 Drywall, ½" taped, knock down texture throughout
- 2.1.2 Cathedral ceilings, open beam appearance (wood finish beams / drywall between beams)
- 2.1.3 Wood interior passage with heavy duty hardware
- 2.1.4 2" white/neutral faux mini blinds throughout except clerestory windows
- 2.1.5 Oak Laminate flooring
- 2.1.6 Upgrade lighting package
- 2.1.7 Smoke detector

- 2.1.8 Fire extinguisher
- 2.1.9 LP Leak Gas Detector in units with propane
- 2.1.10 Satin fixtures throughout
- 2.1.11 Vinyl cove base throughout
- 2.1.12 Ceiling fan with light in living room
- 2.1.13 Pre-wire on wall for TV, Electrical outlet next to TV jack

KITCHEN / BATHROOM

- 2.1.14 Laminate countertops and tile backsplashes
- 2.1.15 Full appliance packages (30" LPG range/oven, vent hood/microwave combo)
- 2.1.16 GE 16 Cu Ft, double door, frost free, Energy Star rated
- 2.1.17 Wood cabinet doors and face frames with hidden hinges or frameless cabinets, Crown molding included on hardwood cabinets
- 2.1.18 Choice of upgraded cabinet pulls
- 2.1.19 Drawers with double steel roller guides
- 2.1.20 Satin finish single lever kitchen faucet (Delta or Moen, or equivalent)
- 2.1.21 Stainless steel kitchen sink (Per floor plan)
- 2.1.22 One piece fiberglass tub / shower (Lasco or equivalent)
- 2.1.23 Bathroom exhaust fan

EXTERIOR

- 2.1.24 Medium brown colored metal roof, standing ridge, 25 year warranty, with painted drip edge on roof
- 2.1.25 Fiber cement lap exterior siding, brown wood tone over OSB wood wrap and building wrap, Hardy board, Certanteed or equivalent
- 2.1.26 Fiber cement exterior trim around doors, windows and corners
- 2.1.27 Exterior lights at each door
- 2.1.28 Beige or white, vinyl or vinyl clad aluminum framed low "E" dual glaze windows (U35 or better) (or equivalent)
- 2.1.29 Front and rear overhangs
- 2.1.30 Exterior GFI receptacle
- 2.1.31 Beige or white, vinyl or vinyl clad aluminum framed 6' sliding glass door (or equivalent)

PLUMBING, ELECTRICAL, HEATING & INSULATION

- 2.1.32 PEX waterlines with low point drain
- 2.1.33 Residential grade U.L. approved electrical devices throughout
- 2.1.34 50 amp exterior main panel service with 36' supply cord
- 2.1.35 Easy touch rocker light switches throughout
- 2.1.36 R-22 fiberglass floor insulation
- 2.1.37 R-13 fiberglass sidewall insulation
- 2.1.38 R-30 fiberglass batt ceiling insulation
- 2.1.39 Black iron gas pipe run to rear utility area (location approved by customer)
- 2.1.40 Under sink waterline shut-off valves
- 2.1.41 28 gallon electric water with metal pan and drain
- 2.1.42 GFI protection in bath and kitchen
- 2.1.43 40,000 minimum BTU propane gas furnace with A-coil installed, refrigeration lines to side of unit (location approved by customer)

2.1.44 Insulated HVAC ducting

CONSTRUCTION

- 2.1.45 Full 10"/12" I-beam chassis construction
- 2.1.46 Transverse 2" x 6" #2 or better fir floor joists 16" O.C.
- 2.1.47 Engineered trusses ,6/12 pitch roof, 6" eaves
- 2.1.48 Detachable hitch from main chassis
- 2.1.49 Woven simplex underbelly material
- 2.1.50 5/8" CRESDEK Floor Decking
- 2.1.51 2" x 4" sidewalls 16" O.C.
- 2.1.52 26 gauge steel strapping for truss to sidewall and floor to sidewall strength
- 2.1.53 RPTIA approved
- 2.1.54 ANSI approved
- 2.1.55 All units shall be Wild-land Urban Interface Code Compliant

OPTIONAL ITEMS

- 2.1.56 Steps, One (1) set of composite steps shall be the same width as the sliding glass door (approx. 6') with a 3' x 6' (approx.) landing at the top

2.2 INDIVIDUAL PARK MODEL SPECIFICATIONS

Each park model shall be built to the attached specs as requested in RFP #10306 as detailed in section 2.1 of this agreement and attached Cabin Floor Plan as per Attachment A of this Agreement

2.3 INSTALLATION OF FIVE (5) PARK MODELS

Five (5) new Park Models shall be installed in the same spaces as units currently in place. One (1) at Lake Nacimiento and Four (4) at Lake San Antonio. Units currently in place shall be removed and disposed of properly. Removal includes all associated decks, stairs, interior furnishings, skirting and appliances. Site cleanup includes removal of any foreign debris. Units will be properly disposed of at nearest landfill.

Installation shall include

- | | |
|--|---------------------------------------|
| Level & Block | Hook-up Utilities (within 5' of unit) |
| Ceiling Fan Installation | Wiring for one (1) phone jack |
| Hardie Board Skirting painted to match | Drywall Crack Repair |
| Installation of light bulbs | Broom Clean |

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including one (1) year period.
- 3.2 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1** It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2** Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3** Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4** Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5** CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6** Payments:
- 4.6.1 1st payment due upon completion of demolition work **\$ 18,780**
 - 4.6.2 2nd payment due upon delivery of 5 manufactured units **\$111,125**
 - 4.6.2.1 Paid directly to Champion Home Builders upon receipt of invoice**
 - 4.6.3 3rd payment due upon completion of work **\$ 74,315**
- 4.7** Combined pricing for the demolition of existing units and providing five (5) brand new units for Lake San Antonio and Lake Nacimiento is as follows;

UNIT #1 LAKE SAN ANTONIO:

Demo/Removal/Disposal of existing unit	\$3,200
New park model as specked	\$28,812
Sales Tax	\$2,377
DMV Registration	\$344
Freight to site	\$1,200
Set-up park model unit	\$3,995
Steps: One (1) set of composite steps	\$360
Total for unit # 1	\$40,288

UNIT #2 LAKE SAN ANTONIO:

Demo/Removal/Disposal of existing unit	\$3,200
New park model as specked	\$28,812
Sales Tax	\$2,377
DMV Registration	\$344
Freight to site	\$1,200
Set-up park model unit	\$3,995
Steps: One (1) set of composite steps	\$360
Total for unit # 2	\$40,288

UNIT #3 LAKE SAN ANTONIO:

Demo/Removal/Disposal of existing unit	\$3,200
New park model as specked	\$28,812
Sales Tax	\$2,377
DMV Registration	\$344
Freight to site	\$1,200
Set-up park model unit	\$3,995
Steps: One (1) set of composite steps	\$360
Total for unit # 3	\$40,288

UNIT #4 LAKE SAN ANTONIO:

Demo/Removal/Disposal of existing unit	\$3,200
New park model as specked	\$28,812
Sales Tax	\$2,377
DMV Registration	\$344
Freight to site	\$1,200
Set-up park model unit	\$3,995
Steps: One (1) set of composite steps	\$360
Total for unit # 4	\$40,288

UNIT #5 LAKE NACIMIENTO:

Demo/Removal/Disposal of existing unit	\$5,980
New park model as specked	\$28,812
Sales Tax	\$2,377
DMV Registration	\$344
Freight to site	\$1,200
Set-up park model unit	\$3,995
Steps: One (1) set of composite steps	\$360
Total for unit # 5	\$43,068

Total for the demolition of 5 existing units, and replacement with 5 new units. \$204,220

4.8

Tax:

- 4.8.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.8.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1** Invoice amounts shall be billed directly to the ordering department.
- 5.2** CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3** All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4** Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1** CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 7.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.2 Insurance Coverage Requirements:

- 7.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 7.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.2.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.2.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 7.2.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.3 Other Insurance Requirements:

- 7.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.3.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.3.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of

public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

11.0 CONFLICT OF INTEREST

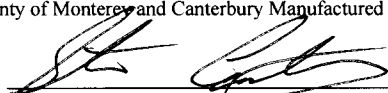
- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 LEGAL DISPUTES

- 13.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 13.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 13.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 13.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

_____	
COUNTY Signature	CONTRACTOR Signature
_____	Steve Canterbury
Printed Name	Printed Name
_____	President CEO
Title	Title
_____	May 12, 2011
Date	Date

14.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

- 14.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 14.2 Local Hiring per County of Monterey Code 5.08.120: All provisions included in County of Monterey Code 5.08.120 are applicable to this AGREEMENT, including but not limited to:
 - 14.2.1 County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.
 - 14.2.2 For the purpose of this Section, the following terms have the meanings indicated:
 - "Board" shall mean the Monterey County Board of Supervisors.
 - "Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.
 - "Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

15.0 HAZARDOUS MATERIALS

- 15.1 HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to delivery and acceptance by County.

16.0 NOTICES

- 16.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 16.2 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:


Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
DerrM@co.monterey.ca.us

TO CONTRACTOR:

Name Steve Canterbury
Address 2260 Fair ST.
CHICO, CA 95928
Tel. No. 530-899-3336
FAX No. 530-899-3339
Email Steve@Canterburymh.com

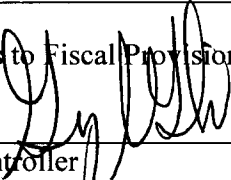
IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY


~~Contracts/Purchasing Officer~~
Chair, Board of Supervisors

Dated: _____

Approved as to Fiscal Provisions:


Auditor/Controller

Dated: 5-16-11

Approved as to Liability Provisions:

N/A

Risk Management


Dated: _____

Approved as to Form:


~~Assistant~~ County Counsel

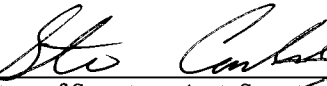
Dated: 5/16/11

CONTRACTOR

By:  President, CEO
Signature of Chair, President, or
Vice-President

Steve Canterbury, President, CEO
Printed Name and Title

Dated: May 12, 2011

By:  Secretary
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Steve Canterbury, Secretary
Printed Name and Title

Dated: May 12 2011

ATTACHMENT A

CABIN FLOOR PLAN

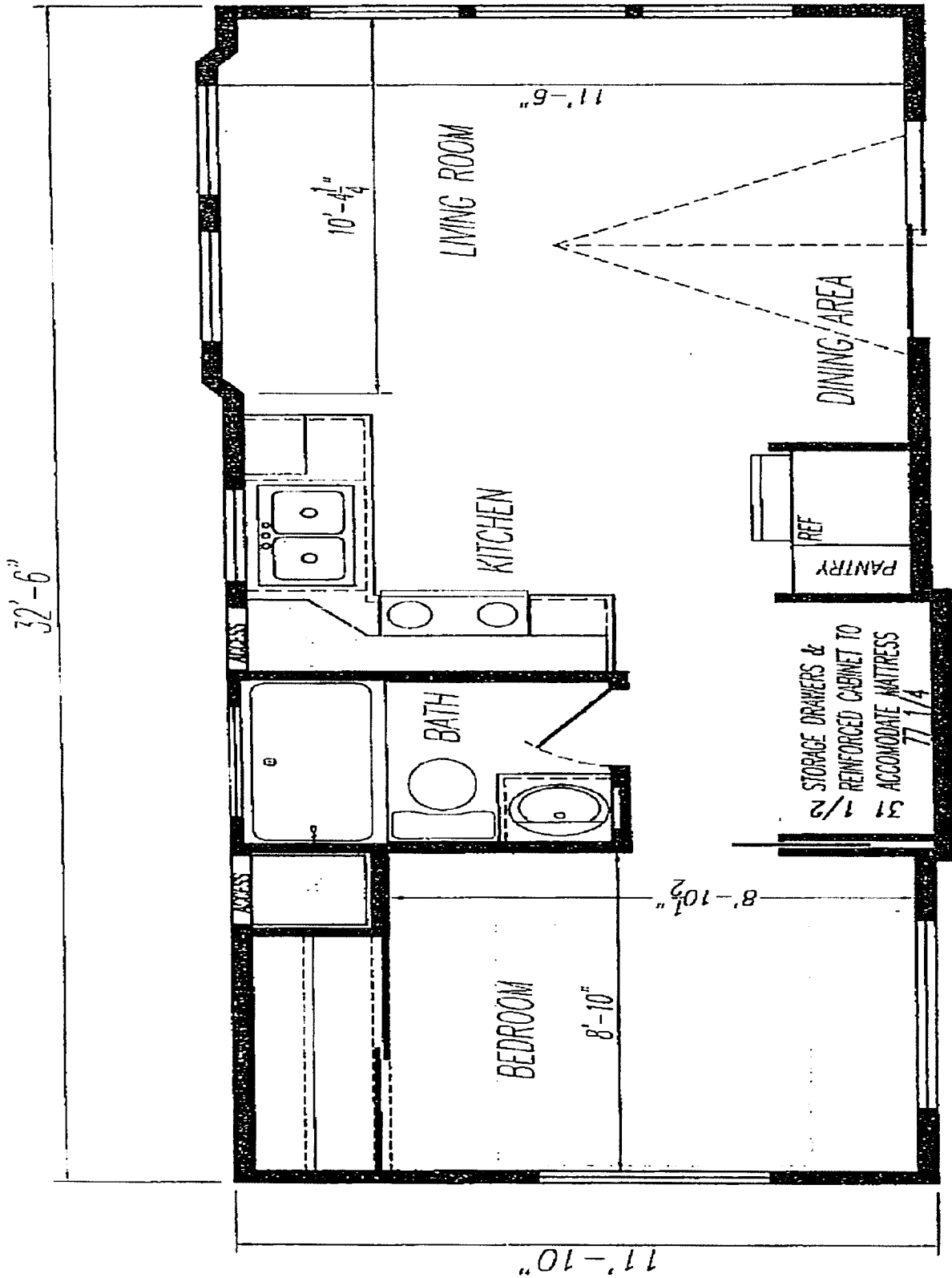


EXHIBIT A
MONTEREY COUNTY PARKS DEPARTMENT

Peak Season	Avg. # of Annual Nights per Unit	Avg. Nightly Rental *Rate	Estimated Annual Revenue per Unit	Number of Units	Estimated Gross Annual Revenue	Estimated Annual Cost for **Maintenance	Estimated Net Annual Revenue	Cumulative Total Estimate Over 20 Yrs Useful Life
2011	120	\$ 315	\$ 37,800	5	\$ 189,000	\$ -	\$ 189,000	
2012	120	\$ 323	\$ 38,745	5	\$ 193,725	\$ 7,500	\$ 186,225	\$ 375,225
2013	120	\$ 331	\$ 39,714	5	\$ 198,568	\$ 7,650	\$ 190,918	\$ 566,143
2014	120	\$ 339	\$ 40,706	5	\$ 203,532	\$ 7,841	\$ 195,691	\$ 761,834
2015	120	\$ 348	\$ 41,724	5	\$ 208,621	\$ 8,037	\$ 200,583	\$ 962,418
2016	120	\$ 356	\$ 42,767	5	\$ 213,836	\$ 8,238	\$ 205,598	\$ 1,168,015
2017	120	\$ 365	\$ 43,836	5	\$ 219,182	\$ 8,444	\$ 210,738	\$ 1,378,753
2018	120	\$ 374	\$ 44,932	5	\$ 224,662	\$ 8,655	\$ 216,006	\$ 1,594,760
2019	120	\$ 384	\$ 46,056	5	\$ 230,278	\$ 8,872	\$ 221,406	\$ 1,816,166
2020	120	\$ 393	\$ 47,207	5	\$ 236,035	\$ 9,093	\$ 226,942	\$ 2,043,108
2021	120	\$ 403	\$ 48,387	5	\$ 241,936	\$ 9,321	\$ 232,615	\$ 2,275,723
2022	120	\$ 413	\$ 49,597	5	\$ 247,984	\$ 9,554	\$ 238,431	\$ 2,514,154
2023	120	\$ 424	\$ 50,837	5	\$ 254,184	\$ 9,793	\$ 244,391	\$ 2,758,545
2024	120	\$ 434	\$ 52,108	5	\$ 260,539	\$ 10,037	\$ 250,501	\$ 3,009,046
2025	120	\$ 445	\$ 53,410	5	\$ 267,052	\$ 10,288	\$ 256,764	\$ 3,265,810
2026	120	\$ 456	\$ 54,746	5	\$ 273,728	\$ 10,546	\$ 263,183	\$ 3,528,993
2027	120	\$ 468	\$ 56,114	5	\$ 280,572	\$ 10,809	\$ 269,762	\$ 3,798,755
2028	120	\$ 479	\$ 57,517	5	\$ 287,586	\$ 11,079	\$ 276,506	\$ 4,075,261
2029	120	\$ 491	\$ 58,955	5	\$ 294,775	\$ 11,356	\$ 283,419	\$ 4,358,680
2030	120	\$ 504	\$ 60,429	5	\$ 302,145	\$ 11,640	\$ 290,505	\$ 4,649,185
							\$ 4,649,185	

* Assume average nightly rental rate increases 2.5% per year

** Assume annual maintenance cost increases 2.5% per year

SOLICITATION NUMBER AND DESCRIPTION: RFP 10306 Modular Living Units for County Lakes

DEPARTMENT: Contracts / Purchasing / Mo. Co. Parks (Lakes)

Jaime Ayala

NAME, DEPUTY PURCHASING AGENT

DATE AND TIME DUE: Friday April 22nd, 2011

BIDDER	SIGNATURE PAGE YES/NO	EXCEPTIONS YES/NO	# OF COPIES 1-0 / 3-C / 1-E	ADDENDUM #1	ADDENDUM #2	Pricing (All Inclusive)
1 ATLAS HOMES	Yes	YES	1-0 / 4-C	Yes	Yes	\$235,086
2 CANTERBURY HOMES	Yes	NO	1-0/3-C/1-E	Yes	Yes	\$202,420
3 KIMBALL CONSTRUCTION INC	Yes	YES	1-0/3-C/1-E	Yes	Yes	\$328,670
4 PACIFIC GARDEN & DESIGN	Yes	NO	1-0 / 3-C	NO	NO	\$15,000
5 YAMADA HOMES	Yes	NO	1-0/3-C/1-E	Yes	Yes	\$219,200
6						
7						
8						

*** NOTE
*** NOTE
* NOTE

*** Take note of Exceptions

* Only Proposed for REMOVAL of 5 Units

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: May 24, 2011 - Consent	AGENDA NO: 44
SUBJECT: a. Award contract to Canterbury Manufactured Homes in the amount of \$204,220 to provide Five Modular Living Units for Monterey County Parks, Lake Nacimiento and Lake San Antonio, Bid No. 10306; and b. Authorize the Chair of the Board to sign the contract; and c. Authorize the Director of Parks to approve change orders up to 10% of the bid	
DEPARTMENT: Parks	

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Award contract to Canterbury Manufactured Homes in the amount of \$204,220 to provide Five Modular Living Units for Monterey County Parks, Lake Nacimiento and Lake San Antonio, Bid No.10306; and
- b. Authorize the Chair of the Board to sign the contract; and
- c. Authorize the Director of Parks to approve change orders up to 10% of the bid

SUMMARY/DISCUSSION:

Substandard conditions at the lakes facilities have contributed toward a reduction of patronage and visitor attendance since the County purchased the Lakes Resort assets, both real and personal property, from Water World Resorts, Inc./Lake San Antonio Resorts, Inc. on October 1, 2007. As noted prior to the County's takeover of the resorts operations in 2007, Lee & Pierce Engineering report recommended an *immediate* investment in capital outlay for assets with an estimated remaining useful life of 5 years or less.

The Parks Department has been able to invest \$3.5 in capital asset and maintenance expenditures through a combination of grant funding and resort revenues on numerous critical projects and imminent health and safety issues that arose after the settlement and purchase. Although, there remains the need for a significant investment in the facility in order generate the revenue needed to help offset asset acquisition debt obligation, capital improvements, and on-going maintenance. Therefore, the replacement of these units which are currently out-of-service and have not been rented in the past two years is imperative to maximizing the profitability of the facilities.

On March 15, 2011 the Monterey County Board of Supervisors approved the Parks Department's request for an investment in the capital improvement needs for the Lakes Enterprise Fund 452 (formerly Fund 004). Subsequently, the Contracts/Purchasing office legally noticed the Request for Proposals, Reference #10306, to solicit bids for proposals from qualified organizations to provide; proper removal and disposal of five modular units, and purchase and installation of five pre-fabricated new modular rental living units. Four units to be placed at Lake San Antonio's North Shore, and One unit to be placed at Lake Nacimiento Resort. Responses to the RFP included all labor, delivery, shipping, taxes, demolition, disposal, installation, design work, and any other miscellaneous costs necessary to fully complete the scope of work as outlined in RFP #10306.

OTHER AGENCY INVOLVEMENT:

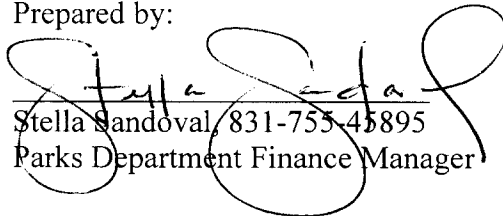
County Counsel has approved the contract as to form and County Purchasing has approved the annual bid process.

FINANCING:

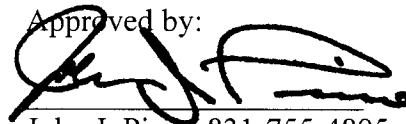
As recommended by the Budget Committee on November 29, 2010, January 26, 2011 and again on February 23, 2011; as well as by the Capital Improvement Committee on February 7, 2011; and ultimately approved by the Board of Supervisors on March 15, 2011; Capital Improvement Funds have been allocated for Fiscal Year 2010-11 in the total amount of \$660,000 toward the first phase of funding to be utilized prior to the peak of the 2011 Summer Season. The replacement of modular units was identified as a priority during the first phase of funding.

The addition of five modular units is estimated to produce approximately \$189,000 in the first year of summer rentals which will serve to offset County lakes operational costs. Approximately \$4.6 million in revenue can potentially be generated over an estimated 20-Year useful life span of these 5 units. (Exhibit A)

Prepared by:


Stella Sandoval, 831-755-4895
Parks Department Finance Manager

Approved by:


John J. Pinto, 831-755-4895
Chief Ranger/Parks Director

Date: 5/16/11

Date: 5/16/11

Attachments: Exhibit A

Documents on file with the Clerk of the Board:

List of bids as provided by the County Contracts/Purchasing Agent
Contract with Canterbury Manufactured Homes