

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 5517

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Telker Pavement Technologies, LLC, hereinafter called the "Contractor," 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:

**PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the
SEAL COAT FY17
PROJECT NO. 5517**

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 2010, and the Standard Plans 2010, including issued revision through April 22, 2016, of the State of California, Department of Transportation.
- (b) The Special Provisions for the work
- (c) The Notice to Bidders calling for bids
- (d) The Payment and Performance bonds required
- (e) Certificate of Insurance
- (f) 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) Non-Collusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment of Undocumented Aliens
 - (7) Contractor's Certificate as to Worker's Compensation
 - (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay

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

All contract documents are intended to cooperate, so that any work called for in one 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 instrument and the Contractor's bid or proposal, then this instrument 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:

PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the SEAL COAT FY17 PROJECT NO. 5517

ITEM NO	F S	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1	S	Polymer Modified Rejuvenating Asphaltic Emulsion (San Miguel Maintenance District)	TONS	250	\$550.00	\$137,500.00
2		Other and Unforeseen Accessorial Charges (Returned Load, Layover, Spreading beyond 8 hrs workday, Load less than 24 tons)	LS	1	\$5,486.25	\$5,486.25
TOTAL COST						\$142,986.25

F – FINAL PAY ITEM
S – SPECIALTY ITEM

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

CONTRACTOR:

Telfer Pavement Technologies, LLC
(Name of Company)

By: [Signature]
Signature of Chair, President, or Vice-President

By: [Signature]
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Daniel Frankel, Exec. Vice President
Printed Name and Title

Ken Chambliss, CFO
Printed Name and Title

Date: 07/11/2016

Date: 07/12/2016

COUNTY OF MONTEREY:

By: _____
Name: Benny J. Young
Title: Interim Director of Public Works
Dated: _____

APPROVE AS TO FISCAL TERMS
By: [Signature]
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 7-25-16

APPROVE AS TO FORM
By: [Signature]
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: 7-20-15

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE
RISK MANAGEMENT
By: COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Name: Steven F. Mauck
Title: Risk Manager
By: [Signature]
Date: 7-27-16

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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.