

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 14-869465

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 Monterey Peninsula Engineering A Partnership, 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:

DAVIS ROAD CLASS II BIKEWAY  
PROJECT NO. 14-869465  
State Project No: 054A2784L  
Federal Aid Project No: RPSTPLE 5944(104)

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, dated May 2010, and the Standard Plans, dated May 2010, including issued revision through July 19, 2013, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

DAVIS ROAD CLASS II BIKEWAY  
PROJECT NO. 14-869465  
State Project No: 054A2784L  
Federal Aid Project No: RPSTPLE 5944(104)

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds required
- (f) Federal Wage Rate
- (g) Certificate of Insurance

(h) 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) NonLobbying Certification For Federal-Aid Contracts
- (7) Disclosure of Lobbying Activities
- (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
- (9) Statement Concerning Employment of Undocumented Aliens
- (10) Contractor's Certificate as to Worker's Compensation
- (11) Waiver For Payment Adjustment For Price Index Fluctuation
- (12) List of Satisfied Public Agencies
- (13) Exhibit 15-G Local Agency Bidder DBE Commitment  
(Construction Contracts)
- (14) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment  
(Construction Contracts)
- (15) Exhibit 15-H DBE Information-Good Faith Efforts
- (16) 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 employees.

## 3. CONTRACT PRICE

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

DAVIS ROAD CLASS II BIKEWAY  
PROJECT NO. 14-869465  
State Project No: 054A2784L

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
1	120090		Construction Area Signs	LS	1	4,000	4,000

Item No.	Item Code	FS	Description	Unit	Quantity	Unit cost	Amount
2	120100	S	Traffic Control System	LS	1	\$80,000.00	\$80,000.00
3	130100		Job Site Management	LS	1	\$5,000.00	\$5,000.00
4	130300		Prepare Storm Water Pollution Prevention Plan	LS	1	\$2,000.00	\$2,000.00
5	150661		Remove Guardrail	LF	427	\$19.00	\$8,113.00
6	150714		Remove Thermoplastic Traffic Stripe	LF	16,684	\$0.50	\$8,342.00
7	150715		Remove Thermoplastic Pavement Marking	SQFT	401	\$3.00	\$1,203.00
8	150722		Remove Pavement Marker	EA	84	\$1.00	\$84.00
9	150742		Remove Roadside Sign	EA	22	\$45.00	\$990.00
10	150763		Remove Sign Panel	EA	39	\$28.00	\$1,092.00
11	150771		Remove Asphalt Concrete Dike	LF	187	\$3.00	\$561.00
12	150812		Remove Pipe	LF	85	\$30.00	\$2,550.00
13	150820		Remove Inlet (Drain)	EA	3	\$500.00	\$1,500.00
14	151509		Reconstruct Drainage Facility (Dirt Ditch)	LS	1	\$2,000.00	\$2,000.00
15	152438		Adjust Frame and Cover to Grade	EA	1	\$250.00	\$250.00
16	153103		Cold Plane Asphalt Concrete Pavement	SQYD	2,578	\$6.00	\$15,468.00
17	153241A		Remove Concrete (curb, gutter, sidewalk & curb ramp)	SQFT	9,036	\$2.00	\$18,072.00
18	160102		Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00
19	190101		Roadway Excavation	CY	2,561	\$20.00	\$51,220.00
20	198007		Shoulder Backing	TON	340	\$70.00	\$23,800.00
21	198010		Imported Borrow	CY	3,486	\$15.00	\$52,290.00
22	210430		Hydroseed	SQFT	28,264	\$0.15	\$4,239.60
23	260203		Class 2 Aggregate Base	CY	701	\$62.00	\$43,462.00

Item No.	Item Code	FS	Description	Unit	Quantity	Unit cost	Amount
24	377501		Slurry Seal (Type II)	TON	56.40	\$325.00	\$18,330.00
25	390132		Hot Mix Asphalt (Type A)	TON	888	\$135.00	\$119,880.00
26	394073		Place Hot Mix Asphalt Dike (Type A)	LF	64	\$25.00	\$1,600.00
27	397005		Tack Coat	TON	0.50	\$3,500.00	\$1,750.00
28	566011		Roadside Sign-One Post	EA	21	\$235.00	\$4,935.00
29	568017		Install Roadside Sign Panel on Existing Post	EA	31	\$135.00	\$4,185.00
30	641107A		18" Storm Drain Pipe (HDPE)	LF	48	\$150.00	\$7,200.00
31	652307		12" Reinforced Concrete Pipe (Class 3, Rubber Gasket Joint)	LF	66	\$100.00	\$6,600.00
32	707117A		Drain Inlet (Type A Catch Basin)	EA	3	\$3,000.00	\$9,000.00
33	721015		Rock Slope Protection (Drainage Outlet)	CY	12	\$200.00	\$2,400.00
34	729011		Rock Slope Protection Fabric (Drainage Outlet)	SQYD	40	\$5.00	\$200.00
35	731504		Minor Concrete (Type C Curb & Gutter)	CY	64	\$715.00	\$45,760.00
36	731521		Minor Concrete (Commercial Sidewalk)	CY	80	\$540.00	\$43,200.00
37	731623		Minor Concrete (Type B Curb Ramp)	CY	12	\$825.00	\$9,900.00
38	832007		Midwest Guardrail System (Wood Post)	LF	302	\$37.00	\$11,174.00
39	839543		Transition Railing (Type WB-31)	LF	100	\$155.00	\$15,500.00
40	839565		Terminal System (Type SRT)	EA	2	\$3,000.00	\$6,000.00
41	840504	S	4" Thermoplastic Traffic Stripe	LF	380	\$0.40	\$152.00
42	840505	S	6" Thermoplastic Traffic Stripe	LF	17,080	\$0.60	\$10,248.00
43	840506	S	8" Thermoplastic Traffic Stripe	LF	393	\$0.75	\$294.75
44	840507	S	6" Thermoplastic Traffic Stripe (Broken 8-4)	LF	600	\$0.35	\$210.00
45	840508	S	8" Thermoplastic Traffic Stripe (Broken 12-3)	LF	520	\$0.45	\$234.00

Item No.	Item Code	FS	Description	Unit	Quantity	Unit cost	Amount
46	840515	S	Thermoplastic Pavement Marking	SQFT	823	\$5.00	\$4,115.00
47	840525	S	4" Thermoplastic Traffic Stripe (Broken 36-12)	LF	380	\$0.25	\$95.00
48	850101	S	Pavement Marker (Non-Reflective)	EA	30	\$4.50	\$135.00
49	850110	S	Pavement Marker (Retroreflective-Type C)	EA	37	\$5.50	\$203.50
50	850112	S	Pavement Marker (Retroreflective-Type G)	EA	31	\$5.50	\$170.50
51	850113	S	Pavement Marker (Retroreflective-Type H)	EA	17	\$5.50	\$93.50
52	860401A		Relocate Street Lighting	LS	1	\$8,000.00	\$8,000.00
53	861502		Modify Signal	LS	1	\$31,000.00	\$31,000.00
<b>TOTAL BID</b>						<b>\$713,801.85</b>	

F – Final Pay Item  
S – Specialty Item

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

**CONTRACTOR:**

Monterey Peninsula Engineering A Partnership  
(Name of Company)

By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Peter J. Taormina, Manager  
Printed Name and Title

Date: 4/29/14

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_

Name: Robert K. Murdoch, P.E.

Title: Director of Public Works

Dated: \_\_\_\_\_

APPROVE AS TO FISCAL TERMS

By: \_\_\_\_\_

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 5/14/14

APPROVE AS TO FORM

By: Cynthia L. Hasson

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: 5-12-14

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: \_\_\_\_\_

Name: Steven F. Mauck

Title: Risk Manager

Date: 5-14-15

\*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.