

**BID NO. 10365**  
**CONTRACT FOR PUBLIC WORK**  
**COUNTY OF MONTEREY**  
**STATE OF CALIFORNIA**

THIS AGREEMENT, made in the County of Monterey, State of California, by and between the COUNTY OF MONTEREY, hereinafter called the County, and Granite Construction Company., hereinafter called the Contractor,

WITNESSETH that the County and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following-titled project:

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO. 10365 for Calendar year 2012 (January 1, 2012 through December 31, 2012)  
in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. This contract is for annual repairs for the calendar year 2012 during which the Contractor will be called upon to complete incremental portions of the work as directed at various times during 2012. The Contractor shall begin each increment of work within 10 working days of notification from the Engineer and shall perform the work on a continuing basis until complete. The term of this Agreement is January 1, 2012 through December 31, 2012.

ARTICLE 3 - CONTRACT PRICE. The County intends to release incremental contract Purchase Orders up to the amount of \$150,000 during the life of the contract which ends December 31, 2012. The County agrees to pay all approved invoices submitted as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents based on the following Item Prices for the items of work completed

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE TOTAL (in figures)
1.	15,000	Sq.Ft.	2" A.C. Overlay	\$22,500.00
2.	45,000	Sq.Ft.	2" A.C. Overlay with Petromat	\$76,500.00
3.	3,000	Sq.Ft.	Type 1, 4" deep patch	\$11,700.00
4.	3,000	Sq.Ft.	Type 2, 6" deep patch	\$18,450.00
5.	6,000	Sq.Ft.	Type 3, 12" deep patch	\$35,400.00
6.	6,000	Sq.Ft.	Type 4, 19" deep patch	\$41,400.00
7.	9,000	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ 5,400.00
8.	3,000	Sq. Ft.	Class 2 Aggregate Base, 6" Depth	\$ 3,000.00

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Contractors

- Bid, as accepted
- Designation of Subcontractors
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Standard Specifications of the State of California
- Special Provisions
- Addenda No.
- Drawings
- Affidavit Concerning Employment of Undocumented Aliens
- Noncollusion Affidavit

ALL of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

ARTICLE 5 - PRECONDITION BONDS. Within 10 working days of notification of award by County, and as a precondition to the issuance of a Notice to Proceed, Contractor shall submit to County a Performance Bond and Payment Bond for Public Works as specified in the bid, said bonds being required components of this contract.

ARTICLE 6 - NOTICE. Notice under this contract shall be sent to the parties at the addresses as set forth below. Notice shall be deemed effective upon delivery if personally delivered, upon transmission if sent by facsimile, and on the third day after mailing.

County:  
Monterey County Parks Department  
Salinas, CA 93915  
Phone: (831) 755-4895  
Fax: (831) 755-4914

Contractor:  
Granite Construction Company  
PO Box 50085, Watsonville, CA 95077  
Phone: (831) 724-1011  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties.

CONTRACTOR:

COUNTY:

\_\_\_\_\_  
Contractor's Business Name

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

By \_\_\_\_\_

Title: Chair, Monterey County Board of Supervisors

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Counsel

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

\_\_\_\_\_  
Gary Giboney, Auditor-Controller

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

\_\_\_\_\_  
Mike Derr, Contractors and Purchasing Manager

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

\_\_\_\_\_  
Steve S. Mauck, Risk Manager

Instructions: If Contractor is an artificial legal entity, including but not limited to a corporation, limited liability corporation, non-profit corporation, or other company, the full legal name of the entity shall be set forth together with the signatures and titles of the to statutorily specified officers (i.e., one of each: [a] President/Vice President or Chairman, and [b] Secretary/Treasurer or Financial Officer). If Contractor is a partnership or trust, the name of the partnership or trust shall be set forth together with the signature and capacity of the signer (i.e., Partner/Trustee) who has actual authority to execute the Agreement on behalf of the Partnership or Trust. In all cases, additional documentation may be required to substantiate authority of the signing party. If Contractor is contracting in an individual capacity, the individual shall set forth his d.b.a. name, if any, and shall personally sign the Agreement.

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

Contractors' State License Board  
P.O. Box 26000  
Sacramento, CA 95826  
(Business and Professions Code, Section 7030)