

## AGREEMENT

Section 005000

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and John F. Otto, Incorporated dba Otto Construction), hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the date it is executed by the Public Works Director.

THE COUNTY AND CONTRACTOR hereby agree as follows:

### ARTICLE 1 SCOPE OF WORK

Contractor shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

***Radiology Modernization - Building 500 PROJECT No. 9600-54 Bid No. NMC – 1013***

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by ARCHITECT, and the provisions of the documents listed in Article 6 below, and to the satisfaction of COUNTY.

### ARTICLE 2 TIME FOR START AND FINAL COMPLETION

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed. The CONTRACTOR shall achieve final Substantial Completion of the entire Work no later than SEVEN Hundred, (700) days from the date of commencement.

Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, hours, rates, materials, and equipment in response to adjustments in the Project Schedule made by the Monterey County Director of Public Works or his/her designee during the course of the project in order to maintain the required progress.

### ARTICLE 3 CONTRACT PRICE

County shall pay CONTRACTOR as full consideration for the performance of the contract, subject to any additions or deductions as provided in the contract documents, the Stipulated Sum of Thirteen Million Four Hundred and Forty Seven Thousand Exactly.

\$13,447,000.00 The Stipulated Sum is based on the following alternates and allowances, if any, which are described in the Contract Documents and are hereby accepted by County:

Alternates: Non accepted

*(Identify allowances and state exclusions, if any, from the allowance price)*

Allowance #1: Discovered Conditions: Five Hundred Thousand Dollars - \$500,000

### ARTICLE 4 LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT CONTRACTOR WILL PAY TO COUNTY THE SUM SET FORTH IN THE SUPPLEMENTARY CONDITIONS, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE CONTRACTOR UNDER THE CONTRACT.

#### ARTICLE 5 NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

#### ARTICLE 6 COMPONENT PARTS OF THIS CONTRACT

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Instructions to Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Declaration
- Workers' Compensation Certificate
- Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 007100 General Conditions,
- Division 007300 Supplementary Conditions,
- Specifications and Drawings as Prepared by ARCHITECT (refer to an exhibit attached to this Agreement that lists Section, Title, Date and Pages for Specifications; Number, Title and Date for Drawings.)
- Appendices:
  - List of Drawings
  - Preliminary Project Schedule
  - Equipment Binder for Radiology Modernization
- As issued, Project Addenda Nos: 1-3

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

**COUNTY OF MONTEREY**

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

**Name:** Gary Gray, D.O.

**Title:** Chief Executive Officer

**Date:** \_\_\_\_\_, 2018

**APPROVED AS TO FORM**

**CONTRACTS/PURCHASING**

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

**Name:** Kristen Aldrich

**Title:** Contracts/Purchasing Officer

**Date:** \_\_\_\_\_, 2018

**APPROVED AS TO FORM & LEGALITY**

**COUNTY COUNSEL**

**By:**                     A.B.                    

**Name:** Anne Brereton

**Title:** Deputy County Counsel

**Date:** 4.3, 2018

**APPROVED AS TO FISCAL TERMS**

**COUNTY AUDITOR-CONTROLLER**

**By:**                     [Signature]                    

**Name:** Gary Giboney

**Title:** Chief Deputy Auditor-Controller

**Date:** 8/14, 2018

**CONTRACTOR: NAME OF COMPANY**

**By:**                     [Signature]                    

**Principal Name:** Carl Barrett

**Title:** President

**Date:** March 26, 2018

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

**Principal Name2:**

**Title:**

**Date:** \_\_\_\_\_, 2018

**COMPANY ADDRESS:**

1717 SECOND STREET  
SACRAMENTO, CA  
95811

**Contractor's License Type:** A & B

**License Number:** 178809

**License Expiration Date:** 9/30/18

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRAC-TORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826

**INSTRUCTIONS:** If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.