

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 14-156965

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, 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:

RESERVATION ROAD SLIPOUT
PROJECT NO. 14-156965

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 November 15, 2013, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION OF
RESERVATION ROAD SLIPOUT
0.17 MILE WEST OF PANZIERA RD NEAR THE CITY OF SALINAS
PROJECT NO. 14-156965

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds required

(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) Statement Concerning Employment of Undocumented Aliens
- (7) Contractor's Certificate as to Worker's Compensation
- (8) Waiver for Payment Adjustments for Price Index Fluctuations
- (9) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) 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:

RESERVATION ROAD SLIPOUT
PROJECT NO. 14-156965

COST:

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
1	120090		Construction Area Signs	LS	1	\$ 2,000	\$ 2,000
2	120100	S	Traffic Control System	LS	1	\$ 42,000	\$ 42,000
3	128650		Portable Changeable Message Sign	EA	3	\$ 1,000	\$ 3,000
4	129000		Temporary Railing (Type K)	LF	220	\$ 50	\$ 11,000
5	129100		Temporary Crash Cushion Module	EA	28	\$ 175	\$ 4,900
6	130100		Construction Site Management	LS	1	\$ 1,500	\$ 1,500

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
7	130200		Prepare Water Pollution Control Program	LS	1	\$ 1,000	\$ 1,000
8	150704		Remove Thermoplastic Traffic Stripe	LF	900	\$ 1	\$ 900
9	150771		Remove Asphalt Concrete Dike	LF	220	\$ 1.50	\$ 330
10	150801		Remove Overside Drain	LF	195	\$ 12	\$ 2,340
11	150806		Remove Pipe Culvert	LF	110	\$ 10	\$ 1,100
12	151572 a	S	Reconstruct Guard Railing	LF	220	\$ 65	\$ 14,300
13	160101		Clearing & Grubbing	LS	1	\$ 10,000	\$ 10,000
14	190101		Roadway Excavation	CY	375	\$ 30	\$ 11,250
15	198001		Imported Borrow	CY	120	\$ 52	\$ 6,240
16	203018		Erosion Control (Netting)	SQYD	375	\$ 6	\$ 2,250
17	203031	S	Erosion Control (Hydroseed)	SQFT	4,500	\$ 0.35	\$ 1,575
18	260201		Class 2 Aggregate Base	CY	15	\$ 95	\$ 1,425
19	390132		Hot Mix Asphalt (Type A)	TON	55	\$ 180	\$ 9,900
20	394074		Place Hot Mix Asphalt Dike (Type C)	LF	230	\$ 15	\$ 3,450
21	394077		Place Hot Mix Asphalt Dike (Type F)	LF	220	\$ 5	\$ 1,100
22	394090		Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	3	\$ 70	\$ 210
23	510502		Minor Concrete (Minor Structure)	CY	4	\$ 1,000	\$ 4,000
24	510502 a		Drainage Inlet (Type U23)	EA	1	\$ 3,200	\$ 3,200
25	641107 a		18" Plastic Pipe (Culvert)	LF	110	\$ 150	\$ 16,500
26	641107 b		18" Plastic Pipe (Overside Drain)	LF	180	\$ 175	\$ 31,500
27	722020		Gabion	CY	2	\$ 1,000	\$ 2,000
28	750050		Inlet Grate	EA	2	\$ 1,000	\$ 2,000

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
29	839584 a		Terminal System End Treatment (Type ET)	EA	2	\$ 3,500	\$ 7,000
30	840504	S	4" Thermoplastic Traffic Stripe	LF	900	\$ 2.50	\$ 2,250
31	900000	S	Slope Repair (Soil-Nail Wall)	LS	1	\$ 255,000	\$ 255,000
TOTAL COST						\$ 455,220	

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
192 Healy Ave., Marina, CA 93933
(Name of Company)

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

Peter J. Taormina, Manager
Printed Name and Title

Date: 3/19/14

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

Printed Name and Title

Date: _____

COUNTY OF MONTEREY:

By: Robert K. Murdoch
Name: Robert K. Murdoch, P.E.
Title: Director of Public Works
Dated: 3/25/14

APPROVE AS TO FISCAL TERMS
By: Gary Giboney
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 2-24-14

APPROVE AS TO FORM
By: Cynthia L. Hasson
Name: Cynthia L. Hasson
Title: Deputy County Counsel
Date: 3-24-14

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE
RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Name: Steve L. Schumaker
Title: Risk Manager
By: Steve L. Schumaker
Date: 3-25-14

***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.