

AGREEMENT
Division 00500

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CASTLEWOOD CONSTRUCTION COMPANY, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is May 14, 2013.

COUNTY AND THE 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: **PAJARO MANSION WINDOWS, SIDING, AND PAINT, PROJECT NO. 8545, BID PACKAGE NO. 10321.**

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

ARTICLE 2. TIME FOR START AND COMPLETION.

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall complete the bid work within the overall project duration of FORTY-FIVE (45) days as it pertains to CONTRACTOR's scope of work as defined by the contract documents. 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, 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, **INCLUSIVE OF THE BASE BID VALUE AND ADDITIVE ALTERNATES 1, 2, AND 3**, subject to any additions or deductions as provided in the contract documents, the contract sum of **SIXTY-ONE THOUSAND AND FIFTY DOLLARS, (\$61,050.00).**

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 THE COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE COUNTY THE SUM SET FORTH IN THE **SPECIAL 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 THE COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE 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:

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- Notice to Contractors
- Information for Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Hire Monterey Bay Area Residents
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid No. 10321
- Division 00730 Special Conditions, Bid No. 10321
- Technical Specifications, Plans and Working Details as Prepared by Wald, Ruhnke & Dost, LLP
- Exhibits: Preliminary Project Schedule; Laboratory Results for the Paint Chip sample at the Pajaro Mansion, dated March 17, 2009; Limited Lead Sampling at the Porter-Vallejo Mansion, dated July 29, 2011; Porter-Vallejo Mansion Project-An Analysis of Project Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties
- Project Addenda Nos. 1 & 2, as issued

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.

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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: Robert K. Murdoch, P.E.

Title: Director of Public Works

Date: May __, 2013

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: April __, 2013

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL

By: _____

Name: Jesse J. Avila

Title: Deputy County Counsel

Date: April 23, 2013

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: _____

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: April 24, 2013

APPROVED AS TO INDEMNITY/INSURANCE

LANGUAGE
RISK MANAGEMENT
RISK MANAGEMENT
COUNTY OF MONTEREY

By: _____

INSURANCE LANGUAGE
Name: Steven F. Mauck

Title: Risk Management
Stephen Schumaker

Date: April 24, 2013

Contractor:

**CASTLEWOOD CONSTRUCTION
COMPANY, INC.**

By: _____

Name: Nick Cortese

Title: President

Date: March 22, 2013

By: _____

Name: Rosetta Cortese

Title: Secretary/Treasurer

Date: March 22, 2013

COMPANY ADDRESS:

835 WEST SAN MARTIN AVE

SAN MARTIN CA 95046

Contractor's License Type: A&B

License Number: 343791

License Expiration Date: 03/31/15

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' 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.