

# Attachment A

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CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1166

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and VSS INTERNATIONAL, INC., hereinafter called the "Contractor," (collectively referred to as "the parties").

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:

ELKHORN RD / WERNER RD / SALINAS RD  
INTERSECTION SAFETY IMPROVEMENT - PHASE 1  
PROJECT NO. 1166

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 2018, and the Standard Plans 2018, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION ON  
SALINAS RD, FROM 0.5 MI WEST OF FRUITLAND AVE TO ELKHORN AVE, NEAR LAS  
LOMAS  
PROJECT NO. 1166

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

- (g) 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 Workers' 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 (1) 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 AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT 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/her/its employees.

## 3. CONTRACT PRICE

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

ELKHORN RD / WERNER RD / SALINAS RD  
 INTERSECTION SAFETY IMPROVEMENT - PHASE 1  
 PROJECT NO. 1166

Item No.	Item Code	F/S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120100		Traffic Control System	LS	1	\$25,158.55	\$25,158.55
2	377501		Slurry Seal	TON	182	\$347.00	\$63,154.00
3	810230		Pavement Marker (Retroreflective)	EA	384	\$6.42	\$2,465.28
4	820250		Remove Roadside Sign	EA	4	\$160.50	\$642.00
5	820590		Relocate Roadside Sign-One Post	EA	3	\$267.50	\$802.50
6	820840		Roadside Sign-One Post	EA	14	\$347.75	\$4,868.50
7	840501		Thermoplastic Traffic Stripe	LF	28061	\$1.07	\$30,025.27
8	840515		Thermoplastic Pavement Marking	SQFT	1211	\$6.42	\$7,774.62
9	846030		Remove Thermoplastic Traffic Stripe	LF	19382	\$0.96	\$18,606.72
10	846035		Remove Thermoplastic Pavement Marking	SQFT	572	\$3.21	\$1,836.12
11			Pavement Marking (Green Paint)	SQFT	3082	\$6.42	\$19,786.44
<b>TOTAL COST</b>						<b>\$</b>	<b>175,120.00</b>

F – Final Pay Item  
 S – Specialty Item

4. PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states,

(a) As used in this section:

(1) “Public works contract” means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) “Awarding body” means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers

and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Company)

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

By: \_\_\_\_\_  
Corp: Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer  
LLC: Signature of Manager

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Its: \_\_\_\_\_  
Title

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

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

**COUNTY OF MONTEREY:**

APPROVED AS TO FISCAL TERMS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: of Public Works, Facilities & Parks  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: \_\_\_\_\_  
Name: Mary Grace Perry  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Leslie J. Girard  
Title: County Counsel-Risk Manager  
Date: \_\_\_\_\_

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. 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.

COUNTY OF MONTEREY  
**PAYMENT BOND**  
(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

ELKHORN RD / WERNER RD / SALINAS RD  
INTERSECTION SAFETY IMPROVEMENT - PHASE 1  
PROJECT NO. 1166

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we \_\_\_\_\_, as Principal,  
and \_\_\_\_\_  
as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY  
**PERFORMANCE BOND**

WHEREAS, the County of Monterey has awarded to Principal, \_\_\_\_\_  
as Contractor, a Contract for the following project:

ELKHORN RD / WERNER RD / SALINAS RD  
INTERSECTION SAFETY IMPROVEMENT - PHASE 1  
PROJECT NO. 1166

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said  
Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we \_\_\_\_\_, as Principal,  
and \_\_\_\_\_  
as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the  
State of California (hereinafter called "County"), in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_),  
for the payment of which sum in lawful money of the United States, well and truly to be made,  
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors,  
or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the  
covenants, conditions, and agreements in said Contract and any alteration thereof made as  
therein provided, on Principal's part to be kept and performed, at the time and in the manner  
therein specified and in all respects according to their true intent and meaning, and (2) shall  
defend, indemnify and save harmless the County, the members of its board of supervisors, and  
its officers, agents and employees as therein stipulated, then this obligation shall become null  
and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or  
addition to the terms of the Contract or the call for bids, or to the work to be performed  
thereunder, or the specifications accompanying the same, shall in any way affect its obligation  
under this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the  
specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the  
Contract by the County of Monterey, the County of Monterey having performed its obligation  
under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the  
Contract in accordance with its terms or conditions, and upon determination by

County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_

Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_

Surety

By \_\_\_\_\_

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

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

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