



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12676; Construction No. 2014-003

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Awarded annual construction contract to Monterey Peninsula Engineering, lowest, responsive bidder, in an amount not to exceed \$150,000 for the annual maintenance of park roadways at Laguna Seca Recreation Area, for the calendar year ending December 31, 2014, Bid No.10465; and
- b. Authorized the Chair of the Board to sign the contract on behalf of the County.

PASSED AND ADOPTED on this 6th day of May 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on May 6, 2014.

Dated: May 7, 2014
File Number: 14-356

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

BID NO. 10465
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 Monterey Peninsula Engineering, 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. 10465 for Calendar year 2014 (January 1, 2014 through December 31, 2014)

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 2014 during which the Contractor will be called upon to complete incremental portions of the work as directed at various times during 2014. 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, 2014 through December 31, 2014.

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, 2014. 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)
1A.	2,500	Sq.Ft.	2" A.C. Overlay	\$ 7,750.00
1B.	5,000	Sq.Ft.	2" A.C. Overlay	\$12,000.00
1C.	7,500	Sq.Ft.	2" A.C. Overlay	\$16,875.00
1D.	15,000	Sq.Ft.	2" A.C. Overlay	\$28,500.00
2A.	7,500	Sq.Ft.	2" A.C. Overlay with Petromat	\$20,250.00
2B.	12,500	Sq.Ft.	2" A.C. Overlay with Petromat	\$27,500.00
2C.	25,000	Sq.Ft.	2" A.C. Overlay with Petromat	\$42,500.00
2D.	45,000	Sq.Ft.	2" A.C. Overlay with Petromat	\$81,000.00
3A.	2,000	Sq.Ft.	Type 1, 4" deep patch	\$11,000.00
3B.	3,000	Sq.Ft.	Type 1, 4" deep patch	\$15,300.00
3C.	5,000	Sq.Ft.	Type 1, 4" deep patch	\$24,000.00
3D.	10,000	Sq.Ft.	Type 1, 4" deep patch	\$45,000.00
4A.	500	Sq.Ft.	Type 2, 6" deep patch	\$ 7,500.00
4B.	1,000	Sq.Ft.	Type 2, 6" deep patch	\$ 9,500.00
4C.	1,500	Sq.Ft.	Type 2, 6" deep patch	\$12,450.00
4D.	3,000	Sq.Ft.	Type 2, 6" deep patch	\$21,000.00
5A.	750	Sq.Ft.	Type 3, 12" deep patch	\$ 7,875.00
5B.	1,250	Sq.Ft.	Type 3, 12" deep patch	\$11,875.00
5C.	2,500	Sq.Ft.	Type 3, 12" deep patch	\$18,750.00
5D.	4,500	Sq.Ft.	Type 3, 12" deep patch	\$29,250.00

6A.	750	Sq.Ft.	Type 4, 19" deep patch	\$10,500.00
6B.	1,250	Sq.Ft.	Type 4, 19" deep patch	\$13,125.00
6C.	2,500	Sq.Ft.	Type 4, 19" deep patch	\$21,250.00
6D.	4,500	Sq.Ft.	Type 4, 19" deep patch	\$32,850.00
7A.	1,500	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ 3,750.00
7B.	3,000	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ 4,500.00
7C.	4,500	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ 4,500.00
7D.	9,000	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ 4,500.00
8A.	5,000	Linear Ft.	Road Striping	\$ 5,000.00
8B.	10,000	Linear Ft.	Road Striping	\$ 6,600.00
8C.	15,000	Linear Ft.	Road Striping	\$ 8,250.00
8D.	30,000	Linear Ft.	Road Striping	\$ 9,900.00
9A.	500	Sq. Ft.	Lime stabilization of subgrade	\$ 7,500.00
9B.	1,000	Sq. Ft.	Lime stabilization of subgrade	\$ 8,000.00
9C.	1,500	Sq. Ft.	Lime stabilization of subgrade	\$ 9,000.00

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
 PO Box 5249
 Salinas, CA 93915
 Phone: (831) 755-4895
 Fax: (831) 755-4914

Contractor:
 Monterey Peninsula Engineering Inc. 
 192 Healy Avenue, Marina, CA 93933
 Phone: (831) 384-4081
 Fax: (831) 384-5078

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

CONTRACTOR:
Monterey Peninsula Engineering
192 Healy Ave., Marina, CA 93933
Contractor's Business Name

By _____

Peter J. Taormina, Manager
Name and Title

Dated: 3/19/14

By: _____

Name and Title

Dated: _____

COUNTY:

By: Louis R. Calayan

Title: Chair, Monterey County Board of Supervisors

Dated: 5/7/14

APPROVED AS TO FORM:

[Signature]
Michael Whilden, Deputy County Counsel

[Signature]
Gary Giboney, Auditor-Controller

[Signature]
Mike Derr, Contractors and Purchasing Manager

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY

INSURANCE LANGUAGE

CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY
5/8/14

[Signature]
Gloria Schumaker
4-17-14

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)