

## AGREEMENT

THIS AGREEMENT is made by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "COUNTY," and **TOMBLESON INCORPORATED**, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is **APRIL 10, 2012**.

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: **JAIL RESTROOM RENOVATION-1410 NATIVIDAD RD, PROJECT NO. 8546, BID PACKAGE NO. 10345.**

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by The Paul Davis Partnership, 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 **SEVENTY-FIVE (75)** 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, material 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 contract sum of **SIXTY-ONE THOUSAND, EIGHT HUNDRED SEVENTY-FIVE DOLLARS, (\$61,875.00).**

### 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. THE 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:

- Notice to Contractors Inviting Formal Bids
- 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 for Public Works
- Insurance Certificate
- General Conditions of Bid 10345 Project Manual
- Special Conditions of Bid 10345 Project Manual
- Specifications & Plans
- Working Details
- Project Addenda Nos. 1 & 2 as issued.
- Exhibits (List): M3 Inspection Report

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: [Signature]  
Name: Paul H. Greenway, P.E.

Title: Acting Director of Public Works

Date: 5/24, 2012

**APPROVED AS TO FORM  
CONTRACTS/PURCHASING**

By: \_\_\_\_\_  
Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: \_\_\_\_\_, 2012

**APPROVED AS TO FORM & LEGALITY**

**COUNTY COUNSEL**

By: [Signature]  
Name: Jess Avila

Title: Deputy County Counsel

Date: 4-10, 2012

**APPROVED AS TO FISCAL TERMS**

**COUNTY AUDITOR-CONTROLLER**

By: [Signature]  
Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 4-11, 2012

**APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE**

**RISK MANAGEMENT**

By: COUNTY OF MONTEREY  
Name: Steven F. Mauck  
Title: Risk Manager

By: [Signature]  
Date: 4-10-12, 2012

**CONTRACTOR: TOMBLESON INC.**

By: [Signature]  
Name: Steve Locke

Title: President

Date: March 1st, 2012

By: [Signature]  
Name: Mike Locke

Title: Corporate Secretary

Date: March 1st, 2012

**COMPANY ADDRESS:**  
TOMBLESON INCORPORATED  
ATTN: PRESIDENT STEVE LOCKE  
P O BOX 1388  
SALINAS CA 93902

**Contractor's License Type:** B  
**License Number:** 126454  
**License Expiration Date:** 10/31/2013

**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, PO Box 26000, Sacramento CA 95826

**\*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.