

COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORK

EMERGENCY CONTRACT

PROJECT NO. 621165

MOSS LANDING EMERGENCY ROAD REPAIR

DESCRIPTION OF WORK: REPAIR OF ROADWAY EMBANKMENT AND PAVEMENT STRUCTURE UNDERMINED BY THE THREE (3) 48" REINFORCED CONCRETE PIPE (RCP) DRAINING ADJACENT SLOUGH AREA.

Date: 12/5/2014

PROJECT MANUAL
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EMERGENCY AGREEMENT

PROJECT NO. 621165

THIS AGREEMENT made this 5th day of December, 2014 by and between Monterey County on behalf of RMA-Public Works, hereinafter called "COUNTY" and Granite Rock Company, doing business as a corporation, hereinafter called "CONTRACTOR

THE COUNTY AND THE CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK.

The CONTRACTOR shall, within the time stipulated, perform the Contract as herein defined and shall finish all work, labor, equipment, transportation, material, and other services necessary for the construction and completion of the REPAIR OF ROADWAY EMBANKMENT AND PAVEMENT STRUCTURE UNDERMINED BY THE THREE (3) 48" REINFORCED CONCRETE PIPE (RCP) DRAINING ADJACENT SLOUGH AREA, as directed by the Resident Engineer. All work shall be completed in strict conformance with the provisions of the documents listed in Article 10 below, and to the satisfaction of the COUNTY. The CONTRACTOR is responsible for public safety with the limits of the work and is responsible for the installation and maintenance of appropriate traffic control devices throughout the contract. It is the CONTRACTOR'S responsibility to contact Underground Services Alert.

ARTICLE 2. TIME FOR START AND COMPLETION.

CONTRACTOR shall commence the work on December 5, 2014 and shall complete the work within the overall project duration of Fourteen (14) workdays. 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 Construction Project Manager during the course of the project in order to maintain the required progress.

ARTICLE 3. CONTRACT PRICE AND PAYMENT.

The COUNTY shall pay the 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 based on a Force Account as described in Section 9-1.04 of the latest version, though amendments issued December 05, 2014, of the Standard Specifications of the State of California and amended as attached.

CONTRACT AMOUNT NOT TO EXCEED \$300,000.00.

Attention is directed to Section 9-1.16, "Progress Payments," of the latest version, though amendments issued December 05, 2014, of the Standard Specifications of the State of California. Progress payments to the CONTRACTOR will be made each calendar month on the basis of

ninety-five percent (95%) of the value of the work performed. The final payment will be withheld for thirty-five (35) days after completion of the project. Upon the CONTRACTOR's request and agreement to substitute securities for the withheld funds, monies withheld from progress payments by the COUNTY to ensure performance under the Contract may be released in accordance with Public Contract Code Section 22300, and the Contract documents.

ARTICLE 4. CONTRACTOR'S LICENSE.

CONTRACTOR must be licensed to perform the project in accordance with the provisions of the Contractors' State Licensing Law, Chapter 9 (commencing with Section 7000), of Division 3 of the Business and Professions Code. The classification of the Contractor's License required for the project is CLASS "A".

ARTICLE 5. LISTING SUBCONTRACTORS.

If CONTRACTOR identifies a need for one or more subcontractors to complete the emergency work, CONTRACTOR shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code, Section 4100, et seq.) to the COUNTY within 24 hours identifying said need. Forms for this purpose are furnished with the Contract and documents. This includes all subcontractors performing work in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total. No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control. For all purposes of this contract a subcontractor is defined as another contractor performing work for the contractor.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site. Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

ARTICLE 6. WORKERS' COMPENSATION CERTIFICATE.

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the latest version, though amendments issued December 05, 2014, of the Standard Specifications of the State of California.

ARTICLE 7. NON-DISCRIMINATION.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

ARTICLE 8. NOTIFICATION OF THIRD-PARTY CLAIMS.

The 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 9. INDEMNIFICATION AND INSURANCE.

In addition to all the Standard Specifications Section 7-1.05, "Indemnification" and Section 7-1.06, "Insurance" requirements, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days' advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Monterey from taking such other actions as is available to them under any other provision of this contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the COUNTY, Contractor shall file certificates of insurance with the COUNTY Contracts/Purchasing Department and with the COUNTY Public Works Director, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect

ARTICLE 10. 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:

Agreement
All Modifications to the Agreement
Performance Bond
Payment Bond
List of Subcontractors
Contractor's Certificate as to Worker's Compensation
Insurance Certificate
Standard Specifications of the State of California, as amended through 12/5/2014
Standard Plans of the State of California as amended through 12/5/2014
Roadway design Standard for Monterey County
Standard Property Development Specification for Monterey County
Standard Detail for Monterey County
Notice to Proceed
Drawing prepared by the Resident Engineer or his representative
Labor Surcharge and Equipment Rental Rates prepared by the State of California
Manual of Uniform Traffic Control Devices for the State of California
Working Details

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.

The COUNTY will pay the Contractor in the manner and at such times as set forth in Standard Specifications.

The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The Monterey County Public Works Department reserves the right to terminate this contract effective the time and place of notification of termination by the Resident Engineer. Payment for all contract activities shall be made in accordance with the Standard Specifications until the time of notification. All CONTRACTOR activities after notification of termination such as labor, equipment, and materials necessary to demobilize shall not be eligible for payment.

ARTICLE 11. PERFORMANCE AND PAYMENT BONDS.

CONTRACTOR shall provide to the COUNTY performance and payment bonds in the form provided by the COUNTY in the amount of \$300,000 to the COUNTY no later than the end of business on December 8, 2014.

9 (13)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

Granite Rock Co.
(Name of Company)

By: [Signature]
Signature of Chair, President, or Vice-President

Tom Squeri President
Printed Name and Title

Date: 12/9/14

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

Kevin Jeffery, Secretary
Printed Name and Title

Date: 12/9/14

COUNTY OF MONTEREY:

By: [Signature]

Name: Robert K. Murdoch, P.E.

Title: Director of Public Works

Dated: 12/9/14

APPROVE AS TO FORM

By: [Signature]

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: 12-5-14

APPROVE AS TO FISCAL TERMS

By: [Signature]

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 12-10-14

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]

Name: Steven F. Mauck

Title: Risk Manager

Date: 12/5/14

Emergency Project # 621165

***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.