

AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and R. JENSEN COMPANY, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is December 13, 2011, hereinafter "AGREEMENT".

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 furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project: **MODULAR #5 RELOCATION - 168 W. ALISAL STREET, SALINAS CA, PROJECT NO. 8841, BID PACKAGE NO. 10325.**

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by the COUNTY 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 **TWENTY-FOUR WORKDAYS (24)** 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 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.

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 of EIGHTY-FOUR THOUSAND, NINE HUNDRED DOLLARS, (\$84,900.00).

In the sole discretion of the Director of Public Works, or his designee, additional sums may authorized as necessary in an amount not to exceed \$40,000, to ensure the timely completion of the project.

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
- Non-collusion Affidavit
- Worker's 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 #10325 Project Manual
- Special Conditions of Bid #10325 Project Manual
- Project Addenda Nos. 1 & 2 as issued.

Exhibits:

- "A" - Scope of Work Overview
- "B" - Existing Drawings of Modular #5
- "C" - Photographs of Existing Modular #5 Site
- "D" - Site Layout Drawing for Relocated Modular #5
- "E" - Photographs of Relocation Site
- "F" - Preliminary Schedule

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: _____

Name: Paul H. Greenway, P.E.

Title: Acting Director of Public Works

Date: _____

**APPROVED AS TO FORM
CONTRACTS/PURCHASING**

By: _____

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: _____

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL

By: Cynthia L. Hasson

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: 12-5-11

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: Gary Giboney

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 12-7-11

**APPROVED AS TO INDEMNITY/INSURANCE
LANGUAGE**

RISK MANAGEMENT

By: County of Monterey

Approved As To Indemnity/
Insurance Language

Name: Steven F. Matlock

Title: Risk Manager

By: Stephan Schumaker

Date: 12-9-11

**CONTRACTOR:
TYPE IN NAME OF CONTRACTOR**

By: Robert K. Jensen

Signature of Chair, President, Vice-President, or Partner

Name: Robert K. Jensen

Title: President

Date: December 1, 2011

By: Jamie Jensen

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

Name: Jamie Jensen

Title: Secretary

Date: December 1, 2011

COMPANY ADDRESS:

R. JENSEN COMPANY, INC.

538 SIXTH ST

NORCO, CA 92860

Contractor's License Type: B, C-10

License Number: 353856

License Expiration Date: 12/31/2012

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.