

**AGREEMENT**

THIS AGREEMENT is made by and between the MONTEREY PENINSULA REGIONAL PARK DISTRICT, hereinafter called "MPRPD, or OWNER" and *(Name of Contractor)* CHRISTOPHER CARDOZA dba/CARDOZA FENCING, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is OCTOBER 6, 2021.

MPRPD 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 SAN CLEMENTE BLUE ROCK PERIMETER FENCING project.

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by MPRPD, and the provisions of the documents listed in Article 6 below, and to the satisfaction of OWNER.

**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 ninety (90) calendar 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, materials, and equipment in response to adjustments in the Project Schedule made by the Owner or his/her designee during the course of the project in order to maintain the required progress.

**ARTICLE 3. CONTRACT PRICE.**

The OWNER 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 *(written amount)*:

SEVENTY EIGHT THOUSAND DOLLARS-----,

*(numerical \$ amount):* \$ 78,000-----.

**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 OWNER, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE OWNER WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR

WILL PAY TO THE OWNER THE SUM ONE HUNDRED DOLLARS (\$100), 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. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE OWNER MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ADDITIONALLY, THIS IS A FEMA FUNDED PROJECT. FAILURE OF THE CONTRACTOR TO MEET THE PROJECT DEADLINE OF FEBRUARY 22, 2022, MAY CAUSE THE DISTRICT TO SUFFER DAMAGES INCLUDING LOSS OF FUNDING REIMBURSEMENT FROM FEMA, FOR WHICH THE CONTRACTOR SHALL BE RESPONSIBLE IN ADDITION TO ANY OTHER DAMAGES.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS.

OWNER 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
- Bid, as accepted
- List of Subcontractors
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Technical Specifications, Plans and Working Details as Prepared by MPRPD.
- Exhibits: Preliminary Project Schedule
- As issued, Project Addenda Nos: 1.

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 two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

**OWNER: MONTEREY PENINSULA REGIONAL PARK DISTRICT**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** MONTA M. POTTER

**Title:** President

**APPROVED AS TO FORM & LEGALITY**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** MICHAEL J. WHILDEN

**Title:** Attorney at Law

**CONTRACTOR:** CHRISTOPHER CARDOZA dba/CARDOZA FENCING

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Principal Name:** CHRISTOPHER CARDOZA

**Title:** CEO

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Principal Name2:** JESSICA CARDOZA

**Title:** SECRETARY

**COMPANY ADDRESS:**

9001 GLEESON CT., BAKERSFIELD, CA 93311

**Contractor's License Type:** C-13

**License Number:** 1010051

**License Expiration Date:** 12/31/2021

**DIR Registration Number:** 1000059229 **Expiration Date:** 6/30/2022

**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/P O BOX 26000/ SACRAMENTO CA 95826

**INSTRUCTIONS:** If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.