

MADERA COUNTY CONTRACT NO. _____
(County Jail – Shower Improvements)

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and STONHARD, INC. ("CONTRACTOR").

AGREEMENT

1. **TERM.** CONTRACTOR's services under this Agreement shall begin upon execution and shall be completed within a period of not to exceed (4) months.

2. **SCOPE OF SERVICES.** CONTRACTOR's scope of services under this Agreement shall be to provide hallway shower pads at the County jail and related services as set forth in CONTRACTOR's proposal dated August 2, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 011 is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 011. In the event of any inconsistency between the provisions of Exhibit "A" and the provisions of this Agreement, the provisions of this Agreement shall control.

4. **COMPENSATION AND COSTS.** CONTRACTOR's total compensation for the satisfactory completion of services under this Agreement shall not exceed Seventy-Eight Thousand Six Hundred Eighty-Three Dollars and Zero Cents (\$78,683.00).

5. **INSURANCE.** CONTRACTOR shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; auto liability insurance in the amount of One Million Dollars (\$1,000,000.00)

per occurrence, combined single limits, including bodily injury and property damage; and workers' compensation insurance as required by California law. General liability policies shall name the County of Madera, its officers, employees, agents, and volunteers as additional insureds.

6. **NOTICES.** A 30-day written notice shall be required to cancel this Purchasing Agent Agreement: All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Anthony Loza
Madera County Administration
200 West Fourth Street
Madera, CA 93637

CONTRACTOR

Brianna Palmucci
Stonhard, Inc.
1000 East Park Avenue
Maple Shade, NJ 08052

COPY TO:

Karen Scrivner, Clerk of the Board
Board of Supervisors
200 West 4th Street
Madera, CA 93637

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

STONHARD, INC.

By: B. Palmucci
(Signature)

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2022.11.09 13:41:42 -08'00'

Brianna Palmucci
Manager
Title: Risk Management - Contracts

ACCOUNT NUMBER(S)

The enclosed warranty attached hereto as "Exhibit STON" shall supersede any other warranty previously included in the contract, be incorporated into the contract and is in full force and effect as of substantial completion of work under the contract, or the issuance of the certificate of occupancy, whichever occurs first.

EXHIBIT "A"

STONHARD

Mr. Bryant Torres
Madera County Jail
14191 Road 28
Madera, CA 93638

Project Name: **Exterior pads at Modules C/D/E/F/G/H/J/K**

August 02, 2022

Re: Quote Number: 4363157

Dear Mr. Bryant Torres:

Thank you for the opportunity to work with you on the Exterior pads at Modules C/D/E/F/G/H/J/K project at Madera County Jail, 14191 Road 28, Madera CA 93638 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Hallway shower pad exterior to shower entry in Modules C/D/E/F/G/H/J/K	400 sq ft	STONCLAD GS BEECHWOOD

Area Name: HALLWAY SHOWER PAD EXTERIOR TO SHOWER ENTRY IN MODULES C/D/E/F/G/H/J/K

Scope of Work (Hallway shower pad exterior to shower entry in Modules C/D/E/F/G/H/J/K):

- Stonclad GS - A nominal 1/4" floor system with good chemical resistance and superior impact and abrasion resistance.
- Stonkote GS4 - A two-component, 100% solids, general service, epoxy coating. It is formulated to increase the abrasion and chemical resistance of the floor while improving the cleanability.

Conditions of Use (Hallway shower pad exterior to shower entry in Modules C/D/E/F/G/H/J/K):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 5 % of the floor through normal operations on a daily basis.
- The floor is mopped with water daily at a temperature of 75° F.
- The floor is subject to foot traffic only.

Warranty (Hallway shower pad exterior to shower entry in Modules C/D/E/F/G/H/J/K):

- Refer to Terms and Conditions for detailed warranty.

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Pricing (Hallway shower pad exterior to shower entry in Modules C/D/E/F/G/H/J/K):

- \$78,683 based on prevailing wage labor.

Pricing Assumes:

- Customer to provide proper temperature (60F-90F), lights, power (220v or 440v, 60 amp, 3 phase), and a dumpster for trash removal.
- Customer to accept, offload and store material in a dry, heated area.
- Proposal assumes prevailing wage labor.
- Stonhard is not responsible for standing water unless the contract includes the entire floor area to be pitched to drain with a slope equal to or greater than 1/4" per linear foot. Liquids will not flow freely and will require assistance to drain properly on any floor area sloped less than 1/4" per linear foot.
- Customer is responsible for post installation floor protection.
- All leftover product is the property of Stonhard.

Pricing Includes:

- Base price assumes demo to remove existing floor material; mechanical prep of floor areas outside of upstairs and downstairs showers and the installation of Stonclad GS with a chemically resistant top coat at these areas. There is a total of twenty showers with a minimum of 2 showers per mobilization a maximum of 10 mobilizations, broke down as follows:
 - Module C 2 upstairs/2 downstairs total of 2 mobes 54SF each
 - Module D 2 upstairs/2 downstairs total of 2 mobes 54SF each
 - Module E 1 downstairs total Module F 1 upstairs of 1 mobe 15SF each
 - Module G 1 downstairs total Module G 1 upstairs of 1 mobe 15SF each
 - Module H 1 downstairs total Module H 1 upstairs of 1 mobe 15SF each
 - Module J 1 downstairs total Module J 1 upstairs of 1 mobe 15SF each
 - Module K 2 upstairs/2 downstairs total of 2 mobes 30SF each

Exclusions:

- After hours work, weekends and holidays.
- Generator rental.



Pricing Summary

- Lump Sum price to install project would be \$78,683 based on Prevailing Wage labor. _____

Payment Terms

- 25% Deposit due at Order confirmation, Net 30 Days each Invoice thereafter _____

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote # 4363157 and send a copy to my attention at the above address.

If you have any questions, please contact me at 7 Esterbrook Lane, Cherry Hill, New Jersey. Phone: 856/779-7500 Fax: 856/321-7635 or on my cell phone at 559.259.7519. I look forward to working with you on this upcoming project.

Sincerely,
Stonhard, Division of StonCor Group, Inc.

Paul Thompson
Territory Manager

Accepted By:

STONHARD, Division of StonCor Group, Inc.
Chris Solis, Area Manager



Mr. Bryant Torres

08/02/2022

STONHARD

08/02/2022

Madera County Jail, Quote 4363157

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General Terms & Conditions: The following terms and conditions are hereby made a part of this Agreement.

1. RESPONSIBILITIES OF STONHARD:

a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.

b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.

c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.

d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

2. RESPONSIBILITIES OF CUSTOMER:

a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.

b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.

c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.

d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.

e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.

f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

3. PAYMENTS:

a. Terms of Payment: 50% Deposit Upon Initial Material Shipment, Net 30 days each invoice thereafter

b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount.

Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.

c. For any over payments of invoices of less than one dollar (\$1.00), Stonhard will charge a collection service fee equal to the amount of overpayment (less than one dollar) to cover any processing expenses.

4. LIMITATION OF LIABILITIES: The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

One Year Warranty (Hallway shower pad exterior to shower entry in Modules C/D/E/F/G/H/I/J/K):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This warranty is for a period of one year from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard's work is completed or the completion of the entire project.

STONHARD

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3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the materials necessary to repair the defective areas. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY OWNER.** Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.
7. **EXCLUSIONS FROM WARRANTY:**
The following items are not covered by this warranty:
 - a. discoloration or staining;
 - b. reasonable variations in color between samples, installed products, and repair materials;
 - c. misuse, abuse, or improper maintenance of the floor;
 - d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
 - e. except when the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
 - f. vandalism or acts of God or war.
The following items will void this warranty:
 - g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
 - h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
 - i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
 - j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
 - k. Stonhard is not given timely notice in writing of any breach of warranty.
8. **DISCLAIMER.** THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.
9. **THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.**

5. **EFFECT OF DEFAULT:** In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law: a. **Right to Stop Work** - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement. b. **Cost of Performance** - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site. c. **Additional Work** - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer. d. **Interest on Unpaid Balances** - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less. e. **Attorney's Fees** - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. **GOVERNING CLAUSE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

STONHARD

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7. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

8. AUTHORIZED AGENCY: All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 30 days.

STONHARD



7 Esterbrook Lane
 Cherry Hill, NJ 08003
 P: 856.779.7500
 F: 856.321.763X
 www.stonhard.com

**“Exhibit STON”
 ONE YEAR WARRANTY**

Stonhard, Division of StonCor Group, Inc.

Project: Project
Location: Address
Stonhard Project No.: XXXXXX
Contract or Job No.: XXXXXX

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. (“Work”), **Systems**, are subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This warranty is for a period of **one** year from **Date** (if blank, the warranty commences on the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard’s work is completed or the completion of the entire project.)
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard’s liability is limited to furnishing the labor and materials necessary to repair the defective areas. Such repairs are Customer’s exclusive remedy and the limit of liability of Stonhard, regardless of Customer’s damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Customer shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY CUSTOMER.** Customer shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**
 Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Customer has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.

STONHARD

7. EXCLUSIONS FROM WARRANTY:

The following items are not covered by this warranty:

- a. discoloration or staining;
- b. reasonable variations in color between samples, installed products, and repair materials;
- c. misuse, abuse, or improper maintenance of the floor;
- d. ordinary wear and tear, gouging, impact, or failure of the customer to protect the work;
- e. except when a moisture-mitigation system is installed, the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
- f. vandalism or acts of God or war.

The following items will void this warranty:

- a. Stonhard is not paid timely and in full for all goods and services sold by it in connection with the project;
- b. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
- c. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute to the failure of the floor;
- d. the Customer does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
- e. Stonhard is not given timely notice in writing of any breach of warranty.

8. **DISCLAIMER. THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The provisions of the warranty supersede any provisions to the contrary in any of Customer's forms or documents or otherwise.

9. THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

10. In the event of a warranty issue, please contact: **TM'sName** at 800.854.0310.

Stonhard, Division of StonCor Group, Inc.

BY: _____ Date: **Date**

Supervisor
Authorized Agent

CUSTOMER:

Customer
Attn:
Address
City ST Zip