

FORM OF AGREEMENT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of November, 2003, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and Janus Corporation, hereinafter called the "Contractor".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK – The Contractor shall furnish all labor and materials and perform all work for:

**Crystal Springs Rehabilitation Center  
Hazardous Materials Abatement  
Project No. P7T01A**

in strict accordance with the Project Manual dated June 3, 2003, including the specifications and the contract drawings.

TIME FOR COMPLETION – The work shall be commenced on a date to be specified in the Notice to Proceed issued by the County and shall be completed within 30 calendar days.

COMPENSATION TO BE PAID TO CONTRACTOR – The County will pay and the Contractor will accept in full consideration for the performance of the contract, subject to additions and deductions and procedures for payment as provided therein, the sum of One hundred and seven thousand, six hundred forty-two dollars (\$197,642.00) which is the Contractor's Base Bid.

The Contract as defined in paragraph 1.1 of the General Conditions constitutes the sole agreement of the parties hereto relating to said work and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

COUNTY OF SAN MATEO

A Political Sub-Division of the State of California

Attest:

By \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
John L. Maltbie  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Contractor

By \_\_\_\_\_