

# CONTRACT FOR CONSTRUCTION

This Contract is by and between.

## OWNER

**The City of San Mateo**  
330 West 20<sup>th</sup> Street  
San Mateo, California 94403

## CONTRACTOR

**Angeles Contractor, Inc.**  
783 Phillips Drive  
City of Industry, CA 91748

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Beresford ADA Entry project** which includes **demolition and disposal; grading; site improvements; inspection; testing and closeout.**
  - 2. The Site of the Work includes designated work areas described in greater detail in the Contract Documents but generally located at **2720 Alameda de las Pulgas, San Mateo, CA 94403.**

## ARTICLE 2 - DEFINITIONS AND TERMINOLOGY

### 2.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
  - 1. **Constituent of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

2. Hazardous Environmental Condition— The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
3. Resident Project Representative - The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. The RPR for this project is:

**a. Steve Wu, City of San Mateo**

**2.02 Terminology**

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Owner, Engineer, or Architect. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of any provision of the Contract Documents.
- C. Day:
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.
- E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## 2.03 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
1. This Contract.
  2. Performance bond.
  3. Payment bond.
  4. Exhibits to this Contract (enumerated as follows):
    - a. **Exhibit A – Scope of Work**
    - b. **Exhibit B – Insurance Requirements for Construction Contracts.**
  5. **National Joint Powers Alliance - Book 2: IQCC Standard Terms and Conditions and Contract General Conditions.**
  6. **National Joint Powers Alliance - Book 3: Task Catalog.**
  7. **National Joint Powers Alliance Book 4: Technical Specifications.**
  8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Work Change Directives.
    - b. Change Orders.
    - c. Field Orders.

## ARTICLE 3 - CONTRACT DOCUMENTS

### 3.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and RPR. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the RPR. RPR will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. RPR will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by RPR or its consultants.

### 3.02 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents.
  - 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  - 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. When a conflict exists between drawings or between drawings and details, the more stringent of the two shall prevail. When a conflict exists between two specifications, the more stringent of the two shall prevail.
3. In the event of a conflict that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, the Contract Document higher in precedence shall control and supersede the Contract Documents lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:
  - a. Change Order.
  - b. Addenda.
  - c. Contract.
  - d. Technical Specifications included as an Exhibit to this Contract.
  - e. Drawings included as an Exhibit to this Contract.
  - f. Owner Standard Specifications.
  - g. Owner Standard Drawings.
  - h. National Joint Powers Alliance Book 4: Technical Specifications.**
  - i. National Joint Powers Alliance - Book 2: IQCC Standard Terms and Conditions and Contract General Conditions.**
  - j. The provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document).
  - k. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
  - l. Notice to Bidder.
  - m. Instruction to Bidder.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed within **365** days after the Effective Date of the Contract and completed and ready for final payment within **395** days after the Effective Date of the Contract.

### 4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine and the parties agree that **\$1000** per day is a reasonable approximation of the Owner's damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1000** for each day that expires after the Contract Time for substantial completion.

### 4.03 Delays in Contractor's Progress

- A. If Owner, RPR, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

### 4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the RPR for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the RPR.
- B. The Contractor shall update and submit the progress schedule to the RPR each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

## ARTICLE 5 - CONTRACT PRICE

### 5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$796,199.73** for all Work.

- B. For any additional Work authorized by Owner, Owner shall pay Contractor in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price in the **National Joint Powers Alliance - Book 3: Task Catalog** times the actual quantity of that Work item completed. Actual quantities installed will be determined by the RPR.

## ARTICLE 6 - BONDS AND INSURANCE

### 6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Performance by Sureties. In the event of any termination, Owner shall immediately give written notice to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Contract, provided, however, that if the sureties, within five days after giving them notice of said termination, do not give Owner written notice of their intention to take over the performance thereof within five days after notice, Owner may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account, and at the expense of Contractor, and the sureties shall be liable to Owner for any excess cost or damages occasioned Owner thereby; and, in such event, Owner may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore

### 6.02 Insurance

- A. The Contractor shall procure and maintain the insurance specified in the Exhibit B of this Contract for the greater of (1) the duration of the contract plus a period of **five (5)** years after completion of the Project or (2) the duration shown in Exhibit B.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and RPR except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 7.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
  - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work acceptable to Owner, provided that no work may be performed by a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 or 1777.7.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
  - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor RPR shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
  - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and RPR, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs,



losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. In accordance with Public Contract Code Section 7103.5, the contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
- E. Contractor shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep.
- F. In accordance with Labor Code Section 1773.2, contractor will make travel and subsistence payments as required by statute.
- G. In accordance with Labor Code Section 1771, contractor must pay prevailing wages. The prevailing wage scale as determined by the Director of Industrial Relations of the State of California, in force on the day the bid was announced, will be the minimum paid to all craftsmen and laborers working on this project. Contractor shall also require any subcontractors who work or provide any services related to the project to pay all persons performing labor or rendering service under said subcontract or other arrangement at least the general prevailing rate of wages, determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of Contractor to determine the correct scale. Copies of the prevailing wage rates are on file at the City Clerk's office; however, errors or defects in the materials in the City Clerk's office will not excuse a bidder's failure to comply with the actual scale then in force. In accordance with Labor Code Section 1775, the statutory provisions for failure to pay prevailing wages will be enforced.
- H. In accordance with Labor Code Section 1776, contractor must comply with the statutory requirements relating to certified copies of payroll records.
- I. In accordance with Labor Code Section 1777.5, contractor must comply with the statutory requirements relating to the employment of apprentices.
- J. In accordance with Labor Code Section 1810, eight hours labor constitutes a legal day's work. Contractor shall not require more than eight hours' labor in a day and 40 hours in a calendar week from any person employed by Contractor in the performance of such work unless such excess work is compensated for at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to Owner the sum of \$25.00 for each laborer, workman, or mechanic employed in the execution of this contract by Contractor, or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Section 1810 and 1816, inclusive, of the Labor Code of the State of California.

- K. In accordance with Labor Code Section 1813, the statutory provisions for penalties for failure to comply with wage and hour laws will be enforced.
- L. In accordance with Labor Code Section 1860, the contractor must secure the payment of workers' compensation to its employees.
- M. In accordance with Labor Code Section 6705, the contractor must submit a detailed plan of the shoring and bracing for trenches five feet deep or more for contracts in excess of \$25,000.
- N. In accordance with Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors must be registered with the Department of Industrial Relations. In accordance with Labor Code Section 1771.4, the contractor must post job site notices as required by regulation and this project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to RPR upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or RPR and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give RPR prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If RPR determines that a change in the Contract

Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give RPR specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. RPR will provide timely review of shop drawings and samples.
- E. RPR's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. RPR's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by RPR and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by RPR on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. RPR and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and RPR, and the officials, employees, and agents, of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of RPR, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of

the Work. Contractor will defend Owner, its elected and appointed officials, employees, and agents against any such claims. However, this provision does not apply to claims, loss, liability, damage, or expense arising from the active negligence, sole negligence or willful misconduct of the Owner.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

### **8.01 Owner's Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through RPR.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- I. In accordance with Public Contract Code Section 9201, Owner shall give contractor timely notification of the receipt of any third-party claims relating to the contract.

## **ARTICLE 9 - RPR'S STATUS DURING CONSTRUCTION**

### **9.01 RPR's Status**

- A. RPR will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of RPR as Owner's representative during construction are set forth in this Contract.
- B. Neither RPR's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by RPR in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by RPR, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by RPR to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. RPR will make visits to the Site at intervals appropriate to the various stages of construction. RPR will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

- D. RPR has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. RPR will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. RPR will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. RPR will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the RPR's decision, subject to the need for RPR's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and RPR in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with

respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, RPR will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of RPR's findings, conclusions, and recommendations.
- C. After receipt of RPR's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting RPR's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the RPR promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

### **12.02 Mediation**

Should any dispute arise out of this Contract, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and RPR will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give RPR timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of RPR, Contractor shall, if requested by RPR, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

### **13.02 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. RPR has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or RPR has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

### **14.01 Progress Payments**

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to RPR. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

### **14.02 Applications for Payments:**

- A. Contractor shall submit an application for payment in a form acceptable to the RPR, no more frequently than monthly, to RPR. Applications for payment will be prepared and signed by

Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

#### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the RPR will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing RPR's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. RPR will recommend reductions in payment (set-offs) which, in the opinion of the RPR, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and RPR in writing that the Work is substantially complete and request the RPR issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and RPR an initial draft of punch list items to be completed or corrected before final payment.
- B. RPR will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If RPR does not consider the Work substantially complete, RPR will notify Contractor and Owner in writing giving the reasons therefor.
- C. If RPR considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, RPR will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.



#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, RPR will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the RPR's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and RPR. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

### ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
  - a. The cost, progress, and performance of the Work;
  - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
  - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given RPR written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by RPR is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, RPR, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law and Venue

- A. This Contract is to be governed by the law of the state of California and, in the event of litigation, venue will be in the County of San Mateo.

17.07 Notices

- A. All notices shall be in writing, and delivered in person, or transmitted by certified mail, postage prepaid. Notices required to be given to Owner or Contractor shall be addressed as appears in the signature block at the end of this Contract.

17.08 No Partnership or Agency

- A. Nothing in this Contract nor in the contract documents shall be deemed to constitute a partnership in law between Owner and Contractor, or any subcontractor, to constitute either party as an agent of the other for any purpose; or to entitle either party to commit or bind the other in any manner unless expressly agreed upon in the contract documents.

17.09 Severability

- A. If any part or provision of the contract documents is determined by any court to be illegal, invalid, or unenforceable, in whole or in part, the contract documents shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provisions found to be null and void, the parties would not have entered into the contract documents. The parties shall use all reasonable efforts to replace any and all provisions or parts found to be null and void with provisions that are valid under the applicable law and come closest to their original intention.

17.10 Waiver

- A. None of the following shall operate as a waiver of any provision of the contract documents, or of any power herein reserved by the Owner, or any right to damages herein provided: 1) inspection by the Owner or its authorized agents or representatives; 2) any order or certificate for payment, or any payment for, or acceptance of the whole or any part of the work by the Owner; 3) an extension of time; or 4) any position taken by the Owner or its authorized agents or representatives.

17.11 Warranty

- A. Contractor warrants and guarantees that the materials and equipment provided shall be at least of the quality specified and new unless otherwise required or permitted by the contract documents and, if no quality is specified, then the materials and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and complexity,, that the work performed hereunder will be free from defects, and that the work will conform to the requirements of the contract documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Matt Fabry

By: Young Kang

Title: Public Works Director

Title: President

Address for giving notices:

330 West 20<sup>th</sup> Avenue

San Mateo, CA 94403

Address for giving notices:

783 Phillips Drive

City of Industry, CA 91748

License No.: CA License # 858483  
(where applicable)

APPROVED AS TO FORM

\_\_\_\_\_  
Linh Nguyen

Assistant City Attorney

## EXHIBIT A

### SCOPE OF WORK

01 - General Requirements						
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.			\$16,647.82
			Qty	Unit Price	Factor	Total
			Installation	15134.3 X	\$1.00 X 1.1	\$16,647.82
			8			
Contractor Notes:			Builder's Risk Policy calculated at 2% of total amount \$756,718.67 = \$15,134.38			
2	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.			\$22,833.24
			Qty	Unit Price	Factor	Total
			Installation	15134.3 X	\$1.00 X 1.5087	\$22,833.24
			8			
Contractor Notes:			Bond Fees calculated at 2% of total amount of \$756,718.67 = \$15,134.38			
3	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.			\$18,000.00
			Qty	Unit Price	Factor	Total
			Installation	18000 X	\$1.00 X 1	\$18,000.00
Contractor Notes:			Risk register added per client			

01 - General Requirements						
4	01 22 20 00-0057	HR	Senior Surveyor (Party Chief)			\$1,306.29
			Qty	Unit Price	Factor	Total
			Installation	8 X \$108.23	1.5087	\$1,306.29
		Contractor Notes: survey crew to establish horizontal and vertical controls for staking				
5	01 22 20 00-0058	HR	Surveyor (Instrument person)			\$1,249.20
			Qty	Unit Price	Factor	Total
			Installation	8 X \$103.50	1.5087	\$1,249.20
		Contractor Notes: survey crew to establish horizontal and vertical controls for staking				
6	01 22 20 00-0059	HR	Surveyor (Rod Person)			\$1,195.86
			Qty	Unit Price	Factor	Total
			Installation	8 X \$99.08	1.5087	\$1,195.86
		Contractor Notes: survey crew to establish horizontal and vertical controls for staking				
7	01 22 20 00-0079	HR	Flagperson For Traffic Control			\$4,725.25
			Qty	Unit Price	Factor	Total
			Installation	40 X \$78.30	1.5087	\$4,725.25
		Contractor Notes: flagman for equipment and pedestrian safety for the duration of project [2 hours per day x 20 days]				
8	01 22 23 00-0281	MO	1,500 LB Capacity, 60" Wide, Skid-Steer Loader With Full-Time Operator			\$28,299.26
			Qty	Unit Price	Factor	Total
			Installation	1 X \$18,757.38	1.5087	\$28,299.26
		Contractor Notes: Means and method-skid-steer equipment field support for day to day operation for the duration of the project				
9	01 22 23 00-1458	MO	2,000 Gallon Water Truck With Full-Time Driver			\$27,197.95
			Qty	Unit Price	Factor	Total
			Installation	1 X \$18,027.41	1.5087	\$27,197.95
		Contractor Notes: Means and method-water truck for site dust mitigation and compaction for the duration of the project				
10	01 71 13 00-0004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.			\$7,126.80
			Qty	Unit Price	Factor	Total
			Installation	5 X \$944.76	1.5087	\$7,126.80
		Contractor Notes: mobilization of concrete and earthwork equipment, [1] skid-steer, [1] bobcat, [1] mini-bobcat, [1] roller, [1] excavator				
11	01 71 36 00-0005	EA	>4 To 8 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt			\$8,203.47
			Qty	Unit Price	Factor	Total
			Installation	2 X \$2,718.72	1.5087	\$8,203.47
		Contractor Notes: 2 each site visits to locate underground utilities				

01 - General Requirements							
12	01 74 19 00-0014	EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.				\$1,916.05
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$635.00	X 1.5087	\$1,916.05	
		Contractor Notes: for clear and grub, green waste and general construction debris for duration of project					
13	01 74 19 00-0017	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.				\$26,545.58
			Qty	Unit Price	Factor	Total	
		Installation	23	X \$765.00	X 1.5087	\$26,545.58	
		Contractor Notes: disposal of demolished concrete pavement, asphalt and base materials $(PCC=4300sf \times 4/12 \div 27 \times 1.4 = 74cy + V-curb \text{ and gutter} = 165' \times 2 \times 6/12 \div 27 \times 1.4 = 9cy + V-curb = 27' \times 1.5 \times .5 \div 27 \times 1.4 = 1cy + AC = 460sf \times 1.0 \div 27 \times 1.25 = 21cy + base = 5488sf \times 6/12 \div 27 \times 1.15 = 117cy, 222cy \text{ total or } 23 \text{ loads of } 10cy \text{ low-boy})$					
14	01 74 19 00-0021	MO	Rampless Concrete Washout Bin Includes delivery.				\$1,648.92
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$546.47	X 1.5087	\$1,648.92	
		Contractor Notes: Per Detail 4/C5.0 Concrete Waste Management washout bin rental					
15	01 74 19 00-0023	EA	Interim Vacuum Service, Concrete Washout Bin Includes vacuum and recycle excess clear liquid from the unfilled bin to allow additional space for washout material.				\$752.33
			Qty	Unit Price	Factor	Total	
		Installation	1	X \$498.66	X 1.5087	\$752.33	
		Contractor Notes: Per Detail 4/C5.0 Concrete Waste Management washout one time servicing					
16	01 74 19 00-0024	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout Bin Includes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.				\$1,630.04
			Qty	Unit Price	Factor	Total	
		Installation	1	X \$1,080.43	X 1.5087	\$1,630.04	
		Contractor Notes: Per Detail 4/C5.0 Concrete Waste Management washout bin delivery and pick up					
Subtotal for 01 - General Requirements:						\$169,278.06	
02 - Existing Conditions							
17	02 41 13 13-0040	SF	>3" To 6" By Hand, Break-up And Remove Bituminous Paving				\$3,220.17
			Qty	Unit Price	Factor	Total	
		Installation	460	X \$4.64	X 1.5087	\$3,220.17	
		Contractor Notes: C2.0 keynote #2-remove (E) AC pavement					
18	02 41 13 13-0043	SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving				\$41,333.07
			Qty	Unit Price	Factor	Total	
		Installation	4506	X \$6.08	X 1.5087	\$41,333.07	
		Contractor Notes: C2.0 keynotes #1 - remove existing "CONCRETE" / Sheet 4/14					



02 - Existing Conditions						
19	02 41 19 13-0058	LF	Bituminous Paving Up To 4" Depth, Saw Cut			\$1,037.99
			Qty	Unit Price	Factor	Total
			Installation	320 X	\$2.15 X 1.5087	\$1,037.99
		Contractor Notes: C2.0 saw cut existing AC pavement for removal				
20	02 41 19 13-0058	0030 MOD	For Each Additional Pass (Depth To 3"), Add			\$395.88
			Qty	Unit Price	Factor	Total
			Installation	320 X	\$0.82 X 1.5087	\$395.88
21	02 41 19 13-0058	0031 MOD	For >250, Deduct			(\$96.56)
			Qty	Unit Price	Factor	Total
			Installation	320 X	(\$0.20) X 1.5087	(\$96.56)
22	02 41 19 13-0081	LF	Non Reinforced Concrete Slab Or Paving Up To 4" Depth, Saw Cut			\$2,141.30
			Qty	Unit Price	Factor	Total
			Installation	570 X	\$2.49 X 1.5087	\$2,141.30
		Contractor Notes: L-2 PCC pavement saw cut score lines or tooled joint per detail				
23	02 41 19 13-0081	0030 MOD	For Each Additional Pass (Depth To 3"), Add			\$808.36
			Qty	Unit Price	Factor	Total
			Installation	570 X	\$0.94 X 1.5087	\$808.36
24	02 41 19 13-0082	LF	Welded Wire Reinforced Concrete Slab Up To 4" Depth, Saw Cut			\$1,078.72
			Qty	Unit Price	Factor	Total
			Installation	220 X	\$3.25 X 1.5087	\$1,078.72
		Contractor Notes: C2.0 saw cut existing PCC pavement for demo adjacent to existing pavement to remain				
25	02 41 19 13-0082	0030 MOD	For Each Additional Pass (Depth To 3"), Add			\$408.25
			Qty	Unit Price	Factor	Total
			Installation	220 X	\$1.23 X 1.5087	\$408.25
Subtotal for 02 - Existing Conditions:						\$50,327.18
03 - Concrete						
26	03 11 13 00-0011	SF	>12" High Slab Edge and Block-Out Wood Formwork			\$37,823.26
			Qty	Unit Price	Factor	Total
			Installation	2130 X	\$11.77 X 1.5087	\$37,823.26
		Contractor Notes: C3.0-PCC pavement formworks [perimeter=1250' + E.J. = 170', total 1420'x1.5' = 2130sf]				
27	03 11 13 00-0011	0003 MOD	For Curved Formwork, Add			\$6,056.89
			Qty	Unit Price	Factor	Total
			Installation	938 X	\$4.28 X 1.5087	\$6,056.89
28	03 11 13 00-0070	LF	12" Diameter Round Fiber Tube Formwork			\$2,678.67
			Qty	Unit Price	Factor	Total
			Installation	68 X	\$26.11 X 1.5087	\$2,678.67
		Contractor Notes: light fixture foundation formwork and template [34x2]				

03 - Concrete					
29	03 11 23 00-0002	SF	Cast On Grade Stairway Wood Formwork		\$5,483.46
			Qty Unit Price Factor Total		
			Installation 192 X \$18.93 X 1.5087 \$5,483.46		
			Contractor Notes: L-4 detail B & C, C3.0 concrete stair formworks per Keynotes #2 - (7) 6.75" Risers/ Sheet 5 [12'x1'x8 + 12'x4'x2]		
30	03 11 23 00-0002	0008 MOD	For <1,000, Add		\$1,071.78
			Qty Unit Price Factor Total		
			Installation 192 X \$3.70 X 1.5087 \$1,071.78		
31	03 15 16 00-0007	LF	1" x 2" Polyurethane Expansion Joint, Poured, Poured, 2 Parts		\$1,937.17
			Qty Unit Price Factor Total		
			Installation 200 X \$6.42 X 1.5087 \$1,937.17		
			Contractor Notes: L-2 expansion joint sealant per PCC layout and detail A/L-4		
32	03 15 16 00-0023	LF	1/2" x 4" Asphalt Saturated Fiber, Premolded Expansion Joint		\$899.19
			Qty Unit Price Factor Total		
			Installation 200 X \$2.98 X 1.5087 \$899.19		
			Contractor Notes: L-2 expansion joint filler per PCC layout and detail A/L-4		
33	03 15 16 00-0066	LF	24 Gauge Galvanized Steel Keyed Joint, 7-1/2" Cold Expansion Or Control Joint		\$381.13
			Qty Unit Price Factor Total		
			Installation 34 X \$7.43 X 1.5087 \$381.13		
			Contractor Notes: S1 detail #7-retaining wall key joint		
34	03 15 19 00-0005	EA	1/2" Diameter x 12" Length, Plain Steel, J-Type Cast In Place Anchor Bolt		\$1,515.79
			Qty Unit Price Factor Total		
			Installation 102 X \$9.85 X 1.5087 \$1,515.79		
			Contractor Notes: 34 each type F1 light fixture x 3 anchors per fixture per manufacturer installation = 102 each		
35	03 21 11 00-0090	LF	#5, Grade 60, Footings, Steel Reinforcement Bar		\$1,376.45
			Qty Unit Price Factor Total		
			Installation 638 X \$1.43 X 1.5087 \$1,376.45		
			Contractor Notes: S1 detail #7 retaining wall footing rebar [top transverse 35x4' + bottom transverse 35 x 6' + top & bottom horizontal 8 x 36', total 638']		
36	03 21 11 00-0128	LF	#4, Grade 60, Slab On Grade, Steel Reinforcement Bar		\$308.68
			Qty Unit Price Factor Total		
			Installation 220 X \$0.93 X 1.5087 \$308.68		
			Contractor Notes: S1 detail #6 stepped footing rebar [110 sf x 2 f/sf]		
37	03 31 13 00-0023	CY	Concrete Pump, Place 3,000 PSI Concrete Spread FootingsExcludes pumping equipment.		\$1,658.91
			Qty Unit Price Factor Total		
			Installation 4.2 X \$261.80 X 1.5087 \$1,658.91		
			Contractor Notes: S1 detail #7 retaining wall concrete [34'x12"x3'-4"]		
38	03 31 13 00-0023	0039 MOD	For Up To 20, Add		\$184.39
			Qty Unit Price Factor Total		
			Installation 4.2 X \$29.10 X 1.5087 \$184.39		

03 - Concrete					
39	03 31 13 00-0037	CY	Up To 6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.		\$18,913.94
			Qty Unit Price Factor Total		
			Installation 57 X \$219.94 X 1.5087 \$18,913.94		
		Contractor Notes: C3.0 keynote #1, C6.0 detail #1 & L-4 detail A-PCC pavement [4300sf x 4"/12" ÷ 27 = 53cy + thickened edges [1200 x 2"/12 x 6"/12 ÷ 27 = 4cy, total 57 cy]			
40	03 31 13 00-0044	CY	Concrete Pump, Place 3,000 PSI On Grade Concrete StairsExcludes pumping equipment.		\$4,454.50
			Qty Unit Price Factor Total		
			Installation 9 X \$328.06 X 1.5087 \$4,454.50		
		Contractor Notes: Per C3.0 stair/steps keynotes #2 - (7) 6.75" Risers/ Sheet 5 ; 120 SF x 2' height /27 cy			
41	03 31 13 00-0044	0039 MOD	For Up To 20, Add		\$755.09
			Qty Unit Price Factor Total		
			Installation 9 X \$55.61 X 1.5087 \$755.09		
42	03 35 13 00-0005	SF	Final Float, Concrete Floor Finish		\$9,277.00
			Qty Unit Price Factor Total		
			Installation 4300 X \$1.43 X 1.5087 \$9,277.00		
		Contractor Notes: L-1 construction specs item #4-PCC pavement floated prior to steel trowel finishing			
43	03 35 13 00-0006	SF	Steel Trowel, Concrete Floor Finish		\$10,444.73
			Qty Unit Price Factor Total		
			Installation 4300 X \$1.61 X 1.5087 \$10,444.73		
		Contractor Notes: L-1 construction specs item #4-steel trowel finish surface of PCC pavement			
44	03 35 26 00-0002	SF	Ramp, Grooved Concrete Surface Finishing		\$141.92
			Qty Unit Price Factor Total		
			Installation 23 X \$4.09 X 1.5087 \$141.92		
		Contractor Notes: C3.0 keynote #3 - Proposed ADA Curb Ramp / sheet 5 and detail #7/C6.0			
45	03 37 16 00-0010	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses		\$4,438.11
			Qty Unit Price Factor Total		
			Installation 24 X \$122.57 X 1.5087 \$4,438.11		
		Contractor Notes: Means and method-concrete pours with pump [3 trips]			
Subtotal for 03 - Concrete:					\$109,801.06
05 - Metals					
46	05 52 13 00-0005	LF	1-1/2" Diameter, Schedule 40, One Rail, Up To 42" High, Welded Steel Pipe Railing		\$2,535.88
			Qty Unit Price Factor Total		
			Installation 42 X \$40.02 X 1.5087 \$2,535.88		
		Contractor Notes: C3.0 keynote #16 - Proposed handrails/ Sheet 5 and Detail B & C/ L-4 ; 14 LF x 3 handrails			

05 - Metals								
47	05 52 13 00-0005	0082	MOD	For Additional Off Set Handrail, ADA Attachment, Add				\$75.92
				Qty	Unit Price	Factor	Total	
				Installation	4	X \$12.58	X 1.5087 \$75.92	
48	05 52 13 00-0005	0095	MOD	For Mounting On Stairs, Add				\$761.02
				Qty	Unit Price	Factor	Total	
				Installation	42	X \$12.01	X 1.5087 \$761.02	
49	05 52 13 00-0005	0099	MOD	For Custom Design Or Shapes (Square Tops, etc), Add				\$944.14
				Qty	Unit Price	Factor	Total	
				Installation	42	X \$14.90	X 1.5087 \$944.14	
50	05 55 16 00-0011		LF	3" Depth, 1/4" Thick, 1/4" Lip, Aluminum/Ceramic Grit Coating, Extruded Aluminum Nosing				\$3,127.72
				Qty	Unit Price	Factor	Total	
				Installation	84	X \$24.68	X 1.5087 \$3,127.72	
		Contractor Notes: L-4 detail B-stair steps and landing slip resistant warning strip [7 each x 12']						
Subtotal for 05 - Metals:							\$7,444.68	
06 - Wood, Plastic, and Composites								
51	06 05 23 00-0074		EA	1/2" Diameter x 2" Length, Hot Dipped Galvanized Steel, Low Carbon/Grade 2, Carriage Bolt				\$122.20
				Qty	Unit Price	Factor	Total	
				Installation	4	X \$20.25	X 1.5087 \$122.20	
		Contractor Notes: for sign at washout bin reference C4.0						
52	06 13 23 00-0053		LF	4" x 4", Pine, Heavy Timber Column				\$128.42
				Qty	Unit Price	Factor	Total	
				Installation	16	X \$4.22	X 1.5087 \$101.87	
				Demolition	16	X 1.1	X 1.5087 \$26.55	
		Contractor Notes: for sign reference C4.0 washout bin						
53	06 16 33 00-0014		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.				\$60.83
				Qty	Unit Price	Factor	Total	
				Installation	8	X \$3.86	X 1.5087 \$46.59	
				Demolition	8	X 1.18	X 1.5087 \$14.24	
		Contractor Notes: for sign reference C4.0 washout bin						
Subtotal for 06 - Wood, Plastic, and Composites:							\$311.45	
07 - Thermal And Moisture Protection								
54	07 13 53 00-0002		SF	215 Mil Rubberized Asphalt Membrane Sheet, Vertical Surface				\$2,591.19
				Qty	Unit Price	Factor	Total	
				Installation	250	X \$6.87	X 1.5087 \$2,591.19	
		Contractor Notes: L-2 install waterproofing at back of existing wall [125'x2']						
Subtotal for 07 - Thermal And Moisture Protection:							\$2,591.19	

10 - Specialties							
55	10 14 53 11-0013	EA	9" x 12" Aluminum Engineer Grade Traffic Sign				\$124.53
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$41.27	X 1.5087	\$124.53	
	Contractor Notes: C6.0 detail #4-wheelchair symbol parking only sign						
56	10 14 53 11-0019	EA	12" x 18" Aluminum Engineer Grade Traffic Sign				\$159.71
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$52.93	X 1.5087	\$159.71	
	Contractor Notes: C6.0 detail #4-minimum fine sign						
57	10 14 53 11-0024	EA	18" x 24" Aluminum Engineer Grade Traffic Sign				\$218.22
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$72.32	X 1.5087	\$218.22	
	Contractor Notes: C6.0 detail #4-unaauthorized vehicles sign						
58	10 14 53 11-0174	EA	Double Bracket And Post Cap For Street Sign				\$187.83
			Qty	Unit Price	Factor	Total	
		Installation	6	X \$20.75	X 1.5087	\$187.83	
	Contractor Notes: C6.0 detail #4-signage mounting bracket						
Subtotal for 10 - Specialties:						\$690.29	
26 - Electrical							
59	26 01 20 91-0003	EA	Lock Out/Tag Out Breaker Or Motor StarterExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).				\$163.06
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$54.04	X 1.5087	\$163.06	
	Contractor Notes: E-3 lighting plan-safe off existing panel "A" for connectors for type F1 & F2 light fixtures						
60	26 01 20 91-0007	EA	Motors, Disconnects And Other Single Source Devices, Existing Circuit Tracing Per Device				\$94.26
			Qty	Unit Price	Factor	Total	
		Installation	2	X \$31.24	X 1.5087	\$94.26	
	Contractor Notes: E-3 lighting plan-field investigate circuits of panel "A" for connectors for type F1 & F2 light fixtures						
61	26 05 19 16-0006	LF	1/4" Nylon Pull Cord Installed To Remain In Place, In New Conduits				\$862.98
			Qty	Unit Price	Factor	Total	
		Installation	1300	X \$0.44	X 1.5087	\$862.98	
	Contractor Notes: E-3 lighting plan-underground conduit run pull cords for type F1 & F2 light fixtures						
62	26 05 19 16-0089	MLF	#10 AWG, Type USE, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable				\$3,859.41
			Qty	Unit Price	Factor	Total	
		Installation	1.25	X \$2,046.48	X 1.5087	\$3,859.41	
	Contractor Notes: light fixtures main ground wires [1250'x1]						

26 - Electrical							
63	26 05 19 16-0090	MLF	#8 AWG, Type USE, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable				\$15,390.89
			Qty	Unit Price	Factor	Total	
		Installation	3.75	X \$2,720.38	X 1.5087	\$15,390.89	
		Contractor Notes: <i>light fixtures main feeder wires [1250'x3]</i>					
64	26 05 33 13-0029	CLF	1" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #8 Copper THHN And 1 #10 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.				\$547.21
			Qty	Unit Price	Factor	Total	
		Installation	0.2	X \$1,813.52	X 1.5087	\$547.21	
		Contractor Notes: <i>E-3.0 building exterior conduit and wires to existing panel "A"</i>					
65	26 05 33 13-1799	LF	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial				\$10,627.28
			Qty	Unit Price	Factor	Total	
		Installation	1200	X \$5.87	X 1.5087	\$10,627.28	
		Contractor Notes: <i>E-3 lighting plan-underground conduit run for type F1 &amp; F2 light fixtures</i>					
66	26 05 33 13-1802	LF	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End, Direct Burial				\$5,033.02
			Qty	Unit Price	Factor	Total	
		Installation	400	X \$8.34	X 1.5087	\$5,033.02	
		Contractor Notes: <i>C3.0 - pipe sleeves for landscape irrigation and electrical conduits [200'x2]</i>					
67	26 05 33 13-1812	EA	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial				\$3,171.89
			Qty	Unit Price	Factor	Total	
		Installation	48	X \$43.80	X 1.5087	\$3,171.89	
		Contractor Notes: <i>E-3 lighting plan-underground conduit run fittings/connectors for type F1 &amp; F2 light fixtures</i>					
68	26 05 33 13-1838	EA	1" Polyvinyl Chloride (PVC) Conduit Female Adapter, Direct Burial				\$1,621.43
			Qty	Unit Price	Factor	Total	
		Installation	48	X \$22.39	X 1.5087	\$1,621.43	
		Contractor Notes: <i>E-3 lighting plan-underground conduit run fittings/connectors for type F1 &amp; F2 light fixtures</i>					
69	26 05 33 13-1851	EA	1" Polyvinyl Chloride (PVC) Conduit Bell End And Plug, Direct Burial				\$1,760.47
			Qty	Unit Price	Factor	Total	
		Installation	48	X \$24.31	X 1.5087	\$1,760.47	
		Contractor Notes: <i>E-3 lighting plan-underground conduit run fittings/connectors for type F1 &amp; F2 light fixtures</i>					
70	26 05 33 13-1864	EA	1" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapters, Direct Burial				\$1,612.02
			Qty	Unit Price	Factor	Total	
		Installation	48	X \$22.26	X 1.5087	\$1,612.02	
		Contractor Notes: <i>E-3 lighting plan-underground conduit run fittings/connectors for type F1 &amp; F2 light fixtures</i>					



26 - Electrical						
71	26 05 33 13-1878	LF	1" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Conduit, Direct Burial			\$3,919.24
			Qty	Unit Price	Factor	Total
		Installation	144	X \$18.04	X 1.5087	\$3,919.24
		Contractor Notes: E-3 lighting plan-stub-out and aboveground conduit run for type F1 & F2 light fixtures [48 x 3]				
72	26 05 33 13-1891	EA	1" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling, Direct Burial			\$328.75
			Qty	Unit Price	Factor	Total
		Installation	10	X \$21.79	X 1.5087	\$328.75
		Contractor Notes: E-3 lighting plan-aboveground conduit stub-out fittings for type F1 & F2 light fixtures				
73	26 05 33 13-1904	EA	1" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Standard Radius Elbow, Direct Burial			\$5,566.74
			Qty	Unit Price	Factor	Total
		Installation	48	X \$76.87	X 1.5087	\$5,566.74
		Contractor Notes: E-3 lighting plan-stub-out and aboveground conduit run fittings/connectors for type F1 & F2 light fixtures				
74	26 05 33 13-2490	EA	1" Type LB, Threaded, Two Hub Cast Aluminum Conduit Body With Cover			\$156.04
			Qty	Unit Price	Factor	Total
		Installation	1	X \$103.43	X 1.5087	\$156.04
		Contractor Notes: E-3 aboveground conduit entry hub to existing panel "A"				
75	26 05 33 16-0247	EA	1" Depth, Type FSCC, Shallow, Single Gang Non Metallic (PVC) BoxThree hubs.			\$11,825.07
			Qty	Unit Price	Factor	Total
		Installation	48	X \$163.29	X 1.5087	\$11,825.07
		Contractor Notes: E sheets-j-box/pull box for conduit and wire to each light fixture type F1 & F2				
76	26 05 83 00-0019	EA	#12-10 AWG Low Voltage (To 600 Volt) One Hole Compression Lug			\$2,086.35
			Qty	Unit Price	Factor	Total
		Installation	48	X \$28.81	X 1.5087	\$2,086.35
		Contractor Notes: [34] F1 and [14] F2 = 48x3 feeder wires = 144				
77	26 05 83 00-0036	EA	#8 AWG Low Voltage (To 600 Volt) Two Hole Compression Lug			\$11,190.69
			Qty	Unit Price	Factor	Total
		Installation	144	X \$51.51	X 1.5087	\$11,190.69
		Contractor Notes: [34] F1 and [14] F2 = 48x1 ground wires = 48				
78	26 55 13 00-0138	EA	15 Watt, LED Step Light			\$14,648.39
			Qty	Unit Price	Factor	Total
		Installation	14	X \$693.52	X 1.5087	\$14,648.39
		Contractor Notes: Per E-3 light fixture type F2 [14 each]				

26 - Electrical							
79	26 56 19 00-0298	EA	13,800 Lumens, 130 Watt, Post Top Mount, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDR)				\$123,013.48
			Qty	Unit Price	Factor	Total	
			Installation	34	X \$2,398.12 X 1.5087	\$123,013.48	
		Contractor Notes: Per E-3 light fixture type F1 [34 each]					
Subtotal for 26 - Electrical:						\$217,478.67	
31 - Earthwork							
80	31 05 16 00-0009	CY	#87 Or #88 Stone Aggregate Fill (3/16" To 3/4")				\$659.00
			Qty	Unit Price	Factor	Total	
			Installation	8	X \$54.80 X 1.5087	\$659.00	
		Contractor Notes: S1 retaining wall crushed rock fill [34'x3'x2'-27=8cy] CTC TASK IS FOR MATERIAL PURCHASE ONLY					
81	31 05 16 00-0009	0053	MOD	For Up To 8, Add			\$131.80
			Qty	Unit Price	Factor	Total	
			Installation	8	X \$10.92 X 1.5087	\$131.80	
82	31 05 16 00-0027	CY	Graded Aggregate Base Fill (3/4" Minus) Class II Base				\$20,025.70
			Qty	Unit Price	Factor	Total	
			Installation	194	X \$88.42 X 1.5087	\$20,025.70	
		Contractor Notes: C3.0 and C6.0 detail #1, 2, 3 & 9, L-4 detail A & B - PURCHASE OF MATERIAL ONLY of class II aggregate base for PCC, AC and curbs [PCC=4300sf + V-curb and gutter = 165'x2=330sf + V-curb = 27'x1.0 = 27sf + retaining curb = 112'x1.0 = 112sf + AC = 460sf, total base = 5229sf ÷ 27 = 194cy					
83	31 05 16 00-0027	0057	MOD	For >96, Deduct			(\$3,222.49)
			Qty	Unit Price	Factor	Total	
			Installation	194	X (\$11.01) X 1.5087	(\$3,222.49)	
84	31 11 00 00-0017	CY	Hand Loading Of Cleared And Grubbed Material				\$919.99
			Qty	Unit Price	Factor	Total	
			Installation	17	X \$35.87 X 1.5087	\$919.99	
		Contractor Notes: C2.0 keynote #3-clear and grub existing vegetation disposal [460sf x 1' ÷ 27]					
85	31 13 13 00-0021	EA	Up To 6" Diameter Stump Removal By HandWhere stump removal is inaccessible by machine. Includes excavation necessary to remove stump and loading.				\$8,781.99
			Qty	Unit Price	Factor	Total	
			Installation	10	X \$582.09 X 1.5087	\$8,781.99	
		Contractor Notes: C2.0 keynote #3-clear and grub existing vegetation-remove shrub stumps and roots removal					
86	31 13 13 00-0031	EA	Stump Grinding Up To 6" Tree				\$1,663.79
			Qty	Unit Price	Factor	Total	
			Installation	10	X \$110.28 X 1.5087	\$1,663.79	
		Contractor Notes: C2.0 keynote #3-clear and grub existing vegetation-remove tree roots at trench route					



31 - Earthwork						
87	31 13 13 00-0047	EA	Removal Of 18" To 24" Shrub, Broadleaf Evergreen			\$633.80
			Qty	Unit Price	Factor	Total
			Installation 10	X \$42.01	X 1.5087	\$633.80
		Contractor Notes: C2.0 keynote #3-clear and grub existing vegetation-shrubs removal				
88	31 23 16 13-0005	CY	Over 12" Wide, Excavation for Trenching by Machine in Loose RockIncludes compacted aggregate			\$219.06
			Qty	Unit Price	Factor	Total
			Installation 12	X \$12.10	X 1.5087	\$219.06
		Contractor Notes: C5.0 removal of stabilized construction entrance at the completion of project [1000sf x 4"/12 ÷ 27]				
89	31 23 16 13-0005	0060 MOD	For Up To 20, Add			\$175.25
			Qty	Unit Price	Factor	Total
			Installation 12	X \$9.68	X 1.5087	\$175.25
90	31 23 16 13-0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.			\$47,674.09
			Qty	Unit Price	Factor	Total
			Installation 267	X \$118.35	X 1.5087	\$47,674.09
		Contractor Notes: E-3 trenching for underground electrical conduit runs for type F1 & F2 light fixtures [1200'x2'x3'÷27 = 267 CY]				
91	31 23 16 13-0010	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine			\$1,474.33
			Qty	Unit Price	Factor	Total
			Installation 267	X \$3.66	X 1.5087	\$1,474.33
		Contractor Notes: E-3 backfill trench for underground electrical conduit runs for type F1 & F2 light fixtures [1200'x2'x3'÷27 = 267 CY x 80% by machine = 214 cy]				
92	31 23 16 13-0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand			\$2,629.12
			Qty	Unit Price	Factor	Total
			Installation 53	X \$32.88	X 1.5087	\$2,629.12
		Contractor Notes: E-3 backfill trench for underground electrical conduit runs for type F1 & F2 light fixtures [1200'x2'x3'÷27 = 267 CY x 20% by hand = 53 cy]				
93	31 23 16 13-0013	CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera			\$2,221.29
			Qty	Unit Price	Factor	Total
			Installation 214	X \$6.88	X 1.5087	\$2,221.29
		Contractor Notes: E-3 compact trench for underground electrical conduit runs for type F1 & F2 light fixtures [1200'x2'x3'÷27 = 267 CY x 80% by machine = 214 cy]				
94	31 23 16 13-0013	0072 MOD	For >50 To 250, Add			\$555.32
			Qty	Unit Price	Factor	Total
			Installation 214	X \$1.72	X 1.5087	\$555.32

31 - Earthwork								
95	31 23 16 13-0014		CY	Compaction of Fill or Subbase for Trenches by Hand		\$2,965.76		
				Qty	Unit Price	Factor	Total	
				Installation	53	X	\$37.09 X 1.5087	\$2,965.76
			Contractor Notes: E-3 compact trench for underground electrical conduit runs for type F1 & F2 light fixtures [1200'x2'x3'=27 = 267 CY x 20% by machine = 53 cy]					
96	31 23 16 36-0004		CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Loose RockIncludes compacted aggregate		\$1,319.84		
				Qty	Unit Price	Factor	Total	
				Installation	83	X	\$10.54 X 1.5087	\$1,319.84
			Contractor Notes: C3.0-excavation for removal of existing base- PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall [34'x4'x5'=27=25cy], total of 119cy x 70% by machine = 83cy					
97	31 23 16 36-0004	0016	MOD	For >50 To 250, Add		\$528.44		
				Qty	Unit Price	Factor	Total	
				Installation	83	X	\$4.22 X 1.5087	\$528.44
98	31 23 16 36-0010		CY	Excavation For Building Foundations And Other Structures By Hand in Loose RockIncludes compacted aggregate		\$11,026.67		
				Qty	Unit Price	Factor	Total	
				Installation	36	X	\$203.02 X 1.5087	\$11,026.67
			Contractor Notes: C3.0-excavation for removal of existing base- PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall [34'x4'x5'=27=25cy], total of 119cy x 30% by hand = 36cy					
99	31 23 16 36-0012		CY	Relocating On Site Excavated Material From Excavation For Building Foundations and Other Structures >100' to 300'		\$915.63		
				Qty	Unit Price	Factor	Total	
				Installation	119	X	\$5.10 X 1.5087	\$915.63
			Contractor Notes: C3.0-stockpile excavated base/soils for removal @ the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall [34'x4'x5'=27=25cy], total of 119cy					
100	31 23 16 36-0012	0020	MOD	For >50 To 250, Add		\$366.25		
				Qty	Unit Price	Factor	Total	
				Installation	119	X	\$2.04 X 1.5087	\$366.25
101	31 23 16 36-0018		CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader		\$639.88		
				Qty	Unit Price	Factor	Total	
				Installation	83	X	\$5.11 X 1.5087	\$639.88
			Contractor Notes: C3.0-new base for the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall backfill [34'x4'x5'=27=25cy], total of 119cy x 70% by machine = 83cy					

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102	31 23 16 36-0018	0020	MOD	For >50 To 250, Add					\$255.45	
					Qty	Unit Price	Factor	Total		
				Installation	83	X \$2.04	X 1.5087	\$255.45		
103	31 23 16 36-0019		CY	Backfilling Around Building Foundations And Other Structures By Hand					\$3,061.09	
					Qty	Unit Price	Factor	Total		
				Installation	36	X \$56.36	X 1.5087	\$3,061.09		
				Contractor Notes: C3.0-new base for the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall backfill [34'x4'x5'-27=25cy], total of 119cy x 30% by hand = 36cy						
104	31 23 16 36-0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera					\$1,366.17	
					Qty	Unit Price	Factor	Total		
				Installation	83	X \$10.91	X 1.5087	\$1,366.17		
				Contractor Notes: C3.0-compact new base for the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall compact backfill [34'x4'x5'-27=25cy], total of 119cy x 70% by machine = 83cy						
105	31 23 16 36-0021	0024	MOD	For >50 To 250, Add					\$545.97	
					Qty	Unit Price	Factor	Total		
				Installation	83	X \$4.36	X 1.5087	\$545.97		
106	31 23 16 36-0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand					\$2,013.93	
					Qty	Unit Price	Factor	Total		
				Installation	36	X \$37.08	X 1.5087	\$2,013.93		
				Contractor Notes: C3.0-compact new base for the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall compact backfill [34'x4'x5'-27=25cy], total of 119cy x 30% by hand = 36cy						
107	31 23 16 36-0025		SY	Finish Grading For Building Foundations And Other Structures by Machine					\$683.62	
					Qty	Unit Price	Factor	Total		
				Installation	256	X \$1.77	X 1.5087	\$683.62		
				Contractor Notes: C3.0-subgrade finish for PCC [4300sf] and AC [310sf] pavement = 4610÷9=512sy x 50% by machine = 256sy						
108	31 23 16 36-0026		SY	Finish Grading For Building Foundations And Other Structures by Hand					\$4,233.05	
					Qty	Unit Price	Factor	Total		
				Installation	256	X \$10.96	X 1.5087	\$4,233.05		
				Contractor Notes: C3.0-subgrade finish for PCC [4300sf] and AC [310sf] pavement = 4610÷9=512sy x 50% by hand = 256sy						
109	31 23 16 36-0028		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine					\$713.77	
					Qty	Unit Price	Factor	Total		
				Installation	83	X \$5.70	X 1.5087	\$713.77		

### 31 - Earthwork

				<b>Contractor Notes:</b> C3.0-load excavated base/soils for removal @ the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall [34'x4'x5'-27=25cy], total of 119cy x 70% by machine = 83cy			
110	31 23 16 36-0028	0028	MOD	For >50 To 250, Add			\$285.51
				Qty	Unit Price	Factor	Total
				Installation	83	X \$2.28 X 1.5087	\$285.51
111	31 23 16 36-0029		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Hand			\$4,713.84
				Qty	Unit Price	Factor	Total
				Installation	36	X \$86.79 X 1.5087	\$4,713.84
				<b>Contractor Notes:</b> C3.0-load excavated base/soils for removal @ the following: PCC pavement [4300sf] + AC pavement [393sf] + curb & gutter [250sf] + vertical curb and retaining curb [120sf] = 5063sf x 6/12" ÷ 27=94cy + S1 retaining wall [34'x4'x5'-27=25cy], total of 119cy x 30% by hand = 36cy			
112	31 24 13 00-0021		LF	Finish Grade For Curb			\$211.82
				Qty	Unit Price	Factor	Total
				Installation	130	X \$1.08 X 1.5087	\$211.82
				<b>Contractor Notes:</b> C3.0-subgrade prep for concrete vertical curb [18']and retaining curb [112']			
113	31 24 13 00-0022		LF	Finish Grade For Curb And Gutter			\$313.03
				Qty	Unit Price	Factor	Total
				Installation	156	X \$1.33 X 1.5087	\$313.03
				<b>Contractor Notes:</b> C3.0-subgrade prep for concrete vertical curb and gutter [156']			
114	31 25 14 26-0020		LF	Place Hay BalesIncludes securing in ground with stakes.			\$806.41
				Qty	Unit Price	Factor	Total
				Installation	99	X \$4.06 X 1.5087	\$806.41
				<b>Contractor Notes:</b> 3 stacked bales for washout reference C5.0 detail #4			
115	31 25 14 26-0021		LF	Removal Of Hay Or Straw BalesIncludes removal of stakes.			\$210.60
				Qty	Unit Price	Factor	Total
				Installation	99	X \$1.41 X 1.5087	\$210.60
				<b>Contractor Notes:</b> 3 stacked bales for washout reference C5.0 detail #4			
116	31 25 14 26-0032		LF	12" Diameter Fiber Roll, (Sterile Straw Filled Rolls, With Natural Fiber Wrapping), CALTRANS Type 1			\$23,827.93
				Qty	Unit Price	Factor	Total
				Installation	1666	X \$9.48 X 1.5087	\$23,827.93
				<b>Contractor Notes:</b> Fiber Roll Per Sheet 7 and Detail 3/C5.0 2 rolls per details			
117	31 25 14 26-0032	0148	MOD	For >1,000 To 10,000, Deduct			(\$2,211.87)
				Qty	Unit Price	Factor	Total
				Installation	1666	X (\$0.88) X 1.5087	(\$2,211.87)
118	31 25 14 26-0040		EA	2' x 4' x 3' Inlet Protection Sediment Bag			\$254.07
				Qty	Unit Price	Factor	Total
				Installation	2	X \$84.20 X 1.5087	\$254.07
				<b>Contractor Notes:</b> C5.0 detail #2 existing storm drain inlet protection			

31 - Earthwork							
119	31 32 19 13-0008		SY	14.1 Ounce/SY, 9,790 LB/FT Wide Width Tensile Ultimate Bi-Directional Woven Polyester Geogrid Fabric (Carthage Mills GX-1000)		\$1,193.38	
				Qty	Unit Price	Factor	Total
				Installation	113	X \$7.00	X 1.5087 \$1,193.38
			Contractor Notes: for stabilized entrance reference C5.0 detail #5				
120	31 32 19 13-0008	0088	MOD	For >50 To 150, Add			\$192.65
				Qty	Unit Price	Factor	Total
				Installation	113	X \$1.13	X 1.5087 \$192.65
121	31 32 19 16-0010		SY	16 Ounce/SY, 175 Mil, 425 LB Grab Tensile Nonwoven Polypropylene Geotextile Fabric			\$248.94
				Qty	Unit Price	Factor	Total
				Installation	30	X \$5.50	X 1.5087 \$248.94
			Contractor Notes: S1 retaining wall filter fabric [34'x8'=9=30sy]				
122	31 32 19 16-0010	0087	MOD	For Up To 50, Add			\$52.05
				Qty	Unit Price	Factor	Total
				Installation	30	X \$1.15	X 1.5087 \$52.05
Subtotal for 31 - Earthwork:							\$145,075.92
32 - Exterior Improvements							
123	32 01 11 53-0002		LF	Removal Of 4" Wide Painted Or Epoxy Pavement Striping			\$1,304.77
				Qty	Unit Price	Factor	Total
				Installation	439	X \$1.97	X 1.5087 \$1,304.77
			Contractor Notes: C2.0 keynote #10-remove existing pavement striping				
124	32 01 11 53-0002	0488	MOD	For >250 To 1,000, Add			\$324.54
				Qty	Unit Price	Factor	Total
				Installation	439	X \$0.49	X 1.5087 \$324.54
125	32 01 17 63-0022		EA	Asphalt Placement For Small Repair Areas, Hot Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.			\$3,067.72
				Qty	Unit Price	Factor	Total
				Installation	1	X \$2,033.35	X 1.5087 \$3,067.72
			Contractor Notes: C3.0-asphalt concrete repairs per detail 2 & 3/C6.0 [393sf x 12" thick÷27 = 15cy x 2.025 ton = 30.4 tons [ CTC task is for the 1st 3 tons]				
126	32 01 17 63-0023		TON	Asphalt Placement For Small Repair Areas, Hot Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.			\$9,881.53
				Qty	Unit Price	Factor	Total
				Installation	27.4	X \$239.04	X 1.5087 \$9,881.53
			Contractor Notes: C3.0-asphalt concrete repairs per detail 2 & 3/C6.0 [393sf x 12" thick÷27 = 15cy x 2.025 ton = 30.4 tons [ CTC task is for the balance minus 1st 3 tons] = 30.4-3 = 27.4 tons				

### 32 - Exterior Improvements

127	32 11 16 16-0016	SY	8" Class II Crushed Aggregate Base Course					\$11,623.12
				Qty	Unit Price	Factor	Total	
				Installation	581 X	\$13.26 X 1.5087	\$11,623.12	
Contractor Notes: C3.0 and C6.0 detail #1, 2, 3 & 9, L-4 detail A & B - placement of class II aggregate base for PCC, AC and curbs [PCC=4300sf + V-curb and gutter = 165'x2=330sf + V-curb = 27'x1.0 = 27sf + retaining curb = 112'x1.0 = 112sf + AC = 460sf, total base = 5229sf ÷ 9 = 581sy								
128	32 11 16 16-0016	0007 MOD	For >500 To 1,000, Add					\$1,165.82
				Qty	Unit Price	Factor	Total	
				Installation	581 X	\$1.33 X 1.5087	\$1,165.82	
129	32 16 13 13-0002	LF	6" x 12" Cast In Place Concrete Curb					\$950.12
				Qty	Unit Price	Factor	Total	
				Installation	17 X	\$20.40 X 1.5087	\$523.22	
				Demolition	27 X	10.48 X 1.5087	\$426.90	
Contractor Notes: C3.0 keynotes #5 - Proposed Vertical curb / sheet 5 and details 3/C6.0, C2.0 keynote #5-remove (E) vertical curb								
130	32 16 13 13-0002	0072 MOD	For Up To 20, Add					\$319.57
				Qty	Unit Price	Factor	Total	
				Installation	17 X	\$12.46 X 1.5087	\$319.57	
131	32 16 13 13-0003	LF	6" x 12" Cast In Place Concrete Curb - Radius					\$3,952.31
				Qty	Unit Price	Factor	Total	
				Installation	112 X	\$23.39 X 1.5087	\$3,952.31	
Contractor Notes: C3.0 keynote #11 - Proposed 6" retaining curb/ Detail 9/C6.0								
132	32 16 13 13-0019	LF	6" x 18" Cast In Place Concrete Gutter With 6" Curb And Face - Radius					\$12,906.72
				Qty	Unit Price	Factor	Total	
				Installation	156 X	\$38.59 X 1.5087	\$9,082.43	
				Demolition	166 X	15.27 X 1.5087	\$3,824.28	
Contractor Notes: Per C3.0 keynotes #4 - Proposed Vertical curb and gutter/ sheet 5 and details 2/C6.0 [156] and C2.0 keynote #4-demo (E) vertical curb and gutter [166]								
133	32 16 13 13-0019	0082 MOD	For Mountable Or Rolled Curb And Gutter, Add					\$611.93
				Qty	Unit Price	Factor	Total	
				Installation	156 X	\$2.60 X 1.5087	\$611.93	
134	32 16 23 00-0008	EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.					\$211.35
				Qty	Unit Price	Factor	Total	
				Installation	1 X	\$140.09 X 1.5087	\$211.35	
Contractor Notes: Per C3.0 and detail #7/C6.0 curb ramp								
135	32 17 23 13-0070	LF	Single 4" Wide Solid Line, Painted Pavement Striping For Parking Areas					\$117.63
				Qty	Unit Price	Factor	Total	
				Installation	69 X	\$1.13 X 1.5087	\$117.63	
Contractor Notes: Per C3.0 and detail #8/C6.0 ADA stall striping [3x23]								



### 32 - Exterior Improvements

136	32 17 23 13-0074	SF	Solid Area, Painted Pavement Marking For Parking AreasUse task for lines >12" wide, stop bars, transverse lines, diagonal lines, crossing lanes, etc.				\$10,765.96
			Qty	Unit Price	Factor	Total	
			Installation	1166	X \$6.12	X 1.5087	\$10,765.96
		Contractor Notes: Per C3.0 accessible path of travel crosshatch					
137	32 17 23 13-0088	EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.				\$226.58
			Qty	Unit Price	Factor	Total	
			Installation	3	X \$50.06	X 1.5087	\$226.58
		Contractor Notes: Per C3.0 and C6.0 detail #8-stencil wheelchair pavement marking [3 each]					
138	32 17 23 13-0088	0347 MOD	For Blue Background With White Symbol And Border, Add				\$274.51
			Qty	Unit Price	Factor	Total	
			Installation	3	X \$80.65	X 1.5087	\$274.51
139	32 17 26 00-0002	SF	Surface Applied VPC Truncated Dome Detectable Warning SurfaceIncludes adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.				\$1,477.32
			Qty	Unit Price	Factor	Total	
			Installation	16	X \$81.20	X 1.5087	\$1,477.32
		Contractor Notes: Per Keynotes #3 - Proposed ADA Curb Ramp / sheet 5 and details 6&7/C6.0					
140	32 31 13 13-0010	VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil				\$2,047.73
			Qty	Unit Price	Factor	Total	
			Installation	68	X \$19.96	X 1.5087	\$2,047.73
		Contractor Notes: E-3 lighting plan-foundation for type F1 light fixture [34 each x 2']					
141	32 31 13 13-0011	VLF	18" Diameter Hole, Auger By Machine Fence Post Hole In Soil				\$206.57
			Qty	Unit Price	Factor	Total	
			Installation	6	X \$22.82	X 1.5087	\$206.57
		Contractor Notes: C3.0 & detail 5/C6.0-footing for parking stall bollard & accessible parking signage post [2x3']					
142	32 31 13 13-0027	VLF	12" Diameter, Concrete Fill For Post Hole				\$2,579.15
			Qty	Unit Price	Factor	Total	
			Installation	68	X \$25.14	X 1.5087	\$2,579.15
		Contractor Notes: E-3 lighting plan-foundation for type F1 light fixture [34 each x 2']					
143	32 31 13 13-0028	VLF	18" Diameter, Concrete Fill For Post Hole				\$312.84
			Qty	Unit Price	Factor	Total	
			Installation	6	X \$34.56	X 1.5087	\$312.84
		Contractor Notes: C3.0 & detail 5/C6.0-footing for parking stall bollard & accessible parking signage post [2x3']					
144	32 32 13 00-0002	LF	6' High With Base, 10" Thick Reinforced				\$21,238.15
			Qty	Unit Price	Factor	Total	
			Installation	32	X \$439.91	X 1.5087	\$21,238.15
		Contractor Notes: C3.0 keynote #13 and S1 detail #7-retaining wall [each x 16']					
145	32 33 13 00-0058	EA	1' x 42" High Serpentine Bike Rack, 3 Bikes, Stainless Steel				\$3,232.18

### 32 - Exterior Improvements

[illegible]



**EXHIBIT B**  
**INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

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**ARTICLE 18 - MINIMUM SCOPE AND LIMIT OF INSURANCE**

- 18.01 Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- 18.02 Coverage shall be at least as broad as:
- A. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - B. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
  - C. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - D. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
  - E. **Surety Bonds** as described below.
  - F. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
  - G. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 18.03 If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 18.04 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

## **ARTICLE 19 - OTHER INSURANCE PROVISIONS**

19.01 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- B. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

19.02 Builder's Risk (Course of Construction) Insurance

- A. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.
- B. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

19.03 Claims Made Policies

- A. If any coverage required is written on a claims-made coverage form:
  - 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
  - 2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of contract work.
  - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

19.04 Acceptability of Insurers

- A. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

19.05 Waiver of Subrogation

- A. **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

19.06 Verification of Coverage

- A. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

19.07 Subcontractors

- A. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

19.08 Surety Bonds.

- A. Contractor shall provide the following Surety Bonds:
  1. Performance Bond
  2. Payment Bond
  3. Maintenance Bond
- B. The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

19.09 Special Risks or Circumstances.

- A. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.