

APPENDIX A - FORM OF AGREEMENT

THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and R. Burke Corporation (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

LAGUNA LAKE DOG PARK REVITALIZATION, SPEC NO. 2001068

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II, CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Base Bid						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	5	CONSTRUCTION SURVEY	LS	1	---	\$15,000.00
2	13	WATER POLLUTION / EROSION CONTROL	LS	1	---	\$60,000.00
3	15	REMOVE BENCHES & CONCRETE PADS	LS	1	---	\$6,000.00
4	15	REMOVE WOOD INFORMATION KIOSK	EA	1	\$400.00	\$400.00
5	15	REMOVE 3' HIGH CMU WALL	LF	75	\$35.00	\$2,625.00
6	15	REMOVE 4' HIGH CHAIN LINK FENCE	LS	1	---	\$5,000.00
7	15	RELOCATE TRASH RECEPTACLES	LS	1	---	\$400.00
8	15	RELOCATE EXISTING BOULDERS	LS	1	---	\$6,000.00
9	15	REMOVE WATER FOUNTAIN	EA	3	\$700.00	\$2,100.00

Base Bid						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
10	15	REMOVE WHEEL STOP	EA	10	\$100.00	\$1,000.00
11	15	REMOVE EXISTING SIGN	EA	3	\$170.00	\$510.00
12	15, 19	REMOVE & DISPOSE HMA PAVEMENT AND BASE	LS	1	---	\$7,000.00
13	15, 71	REMOVE 24"X24" STORM DRAIN INLET	EA	1	\$800.00	\$800.00
14	15, 71	REMOVE 12" STORM DRAIN PIPE	LS	1	---	\$2,700.00
15	15, 71	REMOVE 18" TRENCH DRAIN	LS	1	---	\$3,500.00
16	19	REMOVE LOG BARRIERS (RETURN TO CITY)	LS	1	---	\$5,500.00
17	19	EARTHWORK	CY	2190	\$90.00	\$197,100.00
18	19	IMPORT MATERIAL	CY	470	\$135.00	\$63,450.00
19	19	CRUSHED PEA GRAVEL (2" LAYER)	SQFT	11953	\$2.20	\$26,296.60
20	19, 26, 73, 90	6" CONCRETE EDGING	LF	1375	\$28.00	\$38,500.00
21	19, 26, 73, 90	8" CONCRETE CURB	LF	100	\$90.00	\$9,000.00
22	19, 26, 73, 90	NEW CONCRETE WHEEL STOPS	EA	6	\$300.00	\$1,800.00
23	19,26, 73, 90	CONCRETE CURB AND GUTTER	LF	90	\$100.00	\$9,000.00
24	19,26, 73, 90	CONCRETE TRANSITION RAMP	SQFT	100	\$37.00	\$3,700.00
25	19, 26, 73, 90	CONCRETE FLATWORK (SIDEWALK)	SQFT	10250	\$28.00	\$287,000.00
26	20	REMOVE TREE & GRIND STUMP	EA	2	\$5,000.00	\$10,000.00
27	20	GRIND TREE STUMP	EA	14	\$800.00	\$11,200.00
28	20	WOOD BARK MULCH (3" LAYER)	CY	678	\$109.00	\$73,902.00
29	20	ROOT BARRIER	LF	100	\$23.00	\$2,300.00
30	20	IRRIGATION - SLEEVING	LF	143	\$41.00	\$5,863.00
31	39	HMA PAVEMENT (6")	SQFT	998	\$17.00	\$16,966.00
32	73	DETECTABLE WARNING SURFACE	SQFT	220	\$60.00	\$13,200.00
33	77	CLEARING AND GRUBBING	LS	1	---	\$20,000.00
34	77	1" PVC WATER LATERAL	LF	84	\$120.00	\$10,080.00
35	77	4" PVC STORM DRAIN	LF	8	\$65.00	\$520.00

Base Bid						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
36	77	12" HDPE STORM DRAIN	LF	80	\$80.00	\$6,400.00
37	77	TRENCH DRAIN WITH CONCRETE ENCASEMENT	LF	45	\$500.00	\$22,500.00
38	77	CURB INLET	EA	1	\$13,000.00	\$13,000.00
39	80	4' CHAIN LINK FENCE	LF	2117	\$40.00	\$84,680.00
40	80	DOG PARK ENTRY GATE (TWO GATES PER ENTRY)	EA	6	\$5,700.00	\$34,200.00
41	80	CHAIN LINK MAINTENANCE GATE (2 LEAVES EACH GATE)	EA	3	\$3,500.00	\$10,500.00
42	80	INSTALL NEW LOG BARRIER	LS	1	---	\$5,000.00
43	82	ADA SIGNS AND POLES	EA	3	\$500.00	\$1,500.00
44	84	REMOVE PAVEMENT MARKINGS	LS	1	---	\$1,100.00
45	84	PAVEMENT MARKINGS	LS	1	---	\$5,000.00
46	99	DRINKING FOUNTAIN WITH DOG WATER BOWL	EA	3	\$8,600.00	\$25,800.00
47	82, 90	RELOCATE DOG BAG DISPENSER AND SIGNS	EA	2	\$150.00	\$300.00
48	13	SWPPP	LS	1	---	\$11,000.00
49	15	UPGRADE RESTROOM FOR ADA COMPLIANCE PER APPENDIX D	LS	1	---	\$10,000.00
50	15	INSTALL NEW CONCRETE ADA PARKING STALL AND ACCESS AISLE PER SHEET C-3.3	LS	1	---	\$17,000.00
Base Bid Total						\$1,166,392.60

Additive Alternate A						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
51	20	TREE PLANTING – 24" BOX	EA	38	\$1,840.00	\$69,920.00
52	20	15 GALLON SHRUBS	EA	12	\$575.00	\$6,900.00
53	20	5 GALLON SHRUBS	EA	18	\$69.00	\$1,242.00
54	20	1 GALLON SHRUBS	EA	181	\$40.00	\$7,240.00
55	20	TURF LAWN	SQFT	25,970	\$3.20	\$83,104.00
56	20	IRRIGATION - MAINLINE	LF	1460	\$23.00	\$33,580.00
57	20	IRRIGATION - LATERAL LINE	LF	4482	\$13.00	\$58,266.00
58	20	IRRIGATION - VALVES AND EQUIPMENT	LS	1	---	\$69,000.00

Additive Alternate A						
Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
59	20	IRRIGATION - TURF SPRAY HEADS	EA	29	\$230.00	\$6,670.00
60	20	IRRIGATION - TREE WATERING SYSTEMS	EA	76	\$140.00	\$10,640.00
61	20	IRRIGATION - DRIPLINE AREA	SQFT	3901	\$2.30	\$8,972.30
62	20	IRRIGATION-DRIP EMITTER AREA	SQFT	2637	\$1.20	\$3,164.40
63	20	IRRIGATION - CONTROLS (CONTROLLER AND WEATHER STATION)	LS	1	---	\$6,600.00
64	20	THREE MONTH PLANT ESTABLISHMENT PERIOD	EA MONTH	3	\$9,500.00	\$28,500.00
Additive Alternate A Bid Total						\$393,798.70

(1) refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

BID TOTAL: \$1,560,191.30

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

ARTICLE III, COMPONENT PARTS OF THIS CONTRACT: The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2015
5. Accepted Bid and Bid Bond
6. List of Subcontractors
7. Public Contract Code Sections 10285.1 Statement
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10232 Statement
10. Labor Code Section 1725.5 Statements
11. Bidder Acknowledgements
12. Qualifications
13. Non-collusion Declaration
14. Agreement and Bonds

15. Insurance Requirements and Forms

ARTICLE IV INDEMNIFICATION: The Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then the Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands this year and date first above written.

ATTEST:

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Teresa Purrington, City Clerk

Erica A. Stewart, Mayor

APPROVED AS TO FORM

CONTRACTOR:

R. Burke Corporation

J. Christine Dietrick
City Attorney

DocuSigned by:
By: *Robert E. Burke*

Robert E. Burke
Its: President

(2nd signature required if Corporation):

DocuSigned by:
By: *Joanne Burke*

Joanne Burke
Its: Vice President/Treasurer