
AGREEMENT

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 SOUZA ENGINEERING CONTRACTING, INC. DBA SOUZA CONSTRUCTION (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

TANK FARM ROAD AND ORCUTT ROAD ROUNDABOUT, SPECIFICATION NO. 1000164

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:

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1.	Jurisdictional Permits Compliance	LS	1	\$3,400.00	\$3,400.00
2.	Progress Schedule (Critical Path Method)	LS	1	\$2,300.00	\$2,300.00
3.	Temporary Traffic Control	LS	1	\$21,000.00	\$21,000.00
4.	Type III Barricade	EA	2	\$121.00	\$242.00
5.	Channelizer (Surface Mounted)	EA	229	\$34.18	\$7,827.22
6.	Temporary Traffic Stripe	LF	14,157	\$3.31	\$46,859.67
7.	Temporary Railing (Type K)	LF	2,500	\$24.00	\$60,000.00

AGREEMENT

8.	Alternative Temporary Crash Cushion	EA	3	\$3,583.29	\$10,749.87
9.	Construction Area Signs	LS	1	\$16,538.25	\$16,538.25
10.	Portable Changeable Message Sign	EA	3	\$11,000.00	\$33,000.00
11.	Prepare and Implement Storm Water Pollution Prevention Plan	LS	1	\$16,000.00	\$16,000.00
12.	Temporary Erosion Control	LS	1	\$33,599.33	\$33,599.33
13.	Adjust Gas Valve to Grade (City Std 6040)	EA	2	\$635.00	\$1,270.00
14.	Adjust Communication Manhole to Grade (City Std 9030)	EA	1	\$1,332.00	\$1,332.00
15.	Modify Existing Tank Farm Road Culvert	LS	1	\$26,000.00	\$26,000.00
16.	Roadway Excavation (F)	CY	5,838	\$46.00	\$268,548.00
17.	Basin Excavation	CY	5,192	\$15.00	\$77,880.00
18.	Structure Backfill (Headwalls)	CY	345	\$116.00	\$40,020.00
19.	Planting	LS	1	\$36,000.00	\$36,000.00
20.	Plant Establishment Work	MONTH	12	\$599.00	\$7,188.00
21.	Wood Chip Mulch	CY	161	\$81.00	\$13,041.00
22.	Irrigation	LS	1	\$35,000.00	\$35,000.00
23.	Gravel Mulch (1.5" Diameter Gravel)	CY	2	\$980.00	\$1,960.00
24.	Topsoil Backfill	CY	1,300	\$78.00	\$101,400.00
25.	Hydroseed	SQFT	25,634	\$0.17	\$4,357.78
26.	Hydromulch	SQFT	30,043	\$0.11	\$3,304.73
27.	Imported Biofiltration Soil	CY	479	\$85.50	\$40,954.50
28.	Erosion Control (Dry Seed)	SQFT	4,409	\$0.42	\$1,851.78
29.	Rolled Erosion Control Product (blanket)	SQFT	8,214	\$0.82	\$6,735.48
30.	Compost	SQFT	8,214	\$0.68	\$5,585.52
31.	Class 3 Aggregate Base	CY	427	\$188.00	\$80,276.00
32.	Class 2 Aggregate Base	CY	3,826	\$73.00	\$279,298.00
33.	Slurry Seal (Type II)	SQFT	10,123	\$3.30	\$33,405.90

AGREEMENT

34.	Temporary Hot Mix Asphalt (Type A)	TON	300	\$218.00	\$65,400.00
35.	Hot Mix Asphalt (Type A)	TON	2,503	\$128.00	\$320,384.00
36.	6" Asphalt Berm (City Std 7120)	LF	845	\$13.00	\$10,985.00
37.	Structural Concrete - Box Culvert (Orcutt Road Box Culvert Extension)	CY	15	\$5,520.00	\$82,800.00
38.	Structural Concrete - Wingwall (Orcutt Road Box Culvert Extension)	CY	15	\$3,370.00	\$50,550.00
39.	Structural Concrete - Headwall (Orcutt Road Box Culvert Extension)	CY	2	\$2,800.00	\$5,600.00
40.	Structural Concrete - Retaining Wall (Orcutt Road Driveway Culvert Modification)	CY	62	\$1,800.00	\$111,600.00
41.	Remove Existing Orcutt Road Culvert Headwall	CY	8	\$950.00	\$7,600.00
42.	Partial Existing Orcutt Road Box Culvert Removal	LS	1	\$6,400.00	\$6,400.00
43.	Rock Slope Protection Fabric (Class 8)	SQYD	52	\$16.00	\$832.00
44.	Concreted - Rock Slope Protection (1/4 T, Method B)	CY	52	\$261.00	\$13,572.00
45.	Remove Concrete Curb	LF	187	\$5.00	\$935.00
46.	Remove Concrete Curb & Gutter	LF	719	\$5.25	\$3,774.75
47.	Remove Concrete Sidewalk (Full Structural Depth)	SQFT	4,764	\$1.70	\$8,098.80
48.	Raised Cobblestone Median (City Std 4940)	SQFT	561	\$47.50	\$26,647.50
49.	Minor Concrete (City Std 4020 Curb)	LF	2,847	\$42.00	\$119,574.00
50.	Minor Concrete (Caltrans Type D4 Curb)	LF	500	\$50.00	\$25,000.00
51.	Minor Concrete (Truck Apron Type 2 Curb)	LF	300	\$295.00	\$88,500.00
52.	Detectable Warning Surface (City Std 4440)	SQFT	425	\$40.00	\$17,000.00

AGREEMENT

53.	Minor Concrete (City Std 4030 Curb & Gutter)	LF	1,984	\$45.00	\$89,280.00
54.	Minor Concrete (Modified City Std 4030 Curb & Gutter)	LF	268	\$67.75	\$18,157.00
55.	Minor Concrete (Driveway)	SQFT	368	\$24.00	\$8,832.00
56.	Minor Concrete (Sidewalk)	SQFT	14,376	\$9.50	\$136,572.00
57.	Minor Concrete (Stamped PCC)	SQFT	6,499	\$16.00	\$103,984.00
58.	Minor Concrete (Textured Truck Apron / Truck Blister)	SQFT	3,112	\$30.00	\$93,360.00
59.	Beehive Grate	EA	1	\$1,575.00	\$1,575.00
60.	Reset Centerline Monuments	EA	6	\$1,183.00	\$7,098.00
61.	Clearing and Grubbing	LS	1	\$12,000.00	\$12,000.00
62.	Pavement Repair (Surface Restoration)	SQYD	113	\$41.00	\$4,633.00
63.	Remove Asphalt Berm	LF	850	\$4.00	\$3,400.00
64.	8" DIP Main (Recycled Water)	LF	771	\$115.00	\$88,665.00
65.	Relocate 6" Lateral	LF	62	\$252.00	\$15,624.00
66.	Remove Recycled Water Hydrant, Tee Connection and Lateral	EA	1	\$4,500.00	\$4,500.00
67.	Abandon Lateral and Blowoff (City Std 6050)	EA	3	\$903.00	\$2,709.00
68.	Adjust Water Meter	EA	3	\$696.00	\$2,088.00
69.	Adjust Water Valve to Grade	EA	10	\$772.00	\$7,720.00
70.	Relocate Fire Hydrant (City Std 6310)	EA	1	\$4,000.00	\$4,000.00
71.	Recycled Water Hydrant Assembly (City Std 6315)	LS	1	\$11,250.00	\$11,250.00
72.	Adjust Sewer Manhole to Grade	EA	5	\$1,448.00	\$7,240.00
73.	Abandon Sewer Lateral and Cleanout (City Std 6050)	EA	1	\$903.00	\$903.00
74.	18" HDPE Pipe	LF	16	\$180.00	\$2,880.00
75.	12" Reinforced Concrete Pipe (Class III)	LF	395	\$133.00	\$52,535.00
76.	18" Reinforced Concrete Pipe (Class III)	LF	241	\$161.00	\$38,801.00

AGREEMENT

AGREEMENT

77.	12" Concrete Flared End Section	EA	1	\$1,700.00	\$1,700.00
78.	18" Concrete Flared End Section	EA	1	\$2,800.00	\$2,800.00
79.	4" Perforated Plastic Pipe Underdrain, Cleanouts, and 45 Degree Wyes	LS	1	\$7,600.00	\$7,600.00
80.	48" Storm Drain Manhole (City Std 3520)	EA	3	\$9,200.00	\$27,600.00
81.	Catch Basin (City Std 3355)	EA	5	\$13,000.00	\$65,000.00
82.	Catch Basin with Extended Side Opening (City Std 3355 & 3360)	EA	2	\$21,000.00	\$42,000.00
83.	Drainage Inlet Marker	EA	7	\$250.00	\$1,750.00
84.	Utility Area Catch Basin, Medium Duty 24" X 10"	EA	1	\$1,400.00	\$1,400.00
85.	Filtterra Offline System	LS	1	\$79,000.00	\$79,000.00
86.	Remove Wire Fence	LF	1,044	\$8.00	\$8,352.00
87.	Rail Fence (City Std 9050)	LF	242	\$45.00	\$10,890.00
88.	Pavement Marker (Retroreflective)	EA	167	\$9.00	\$1,503.00
89.	Furnish Single Sheet Aluminum Sign (0.063"-Unframed)	SQFT	299	\$18.00	\$5,382.00
90.	Furnish Single Sheet Aluminum Sign (0.080"-Unframed)	SQFT	32	\$19.00	\$608.00
91.	Furnish Single Sheet Aluminum Sign (0.063"-Framed)	SQFT	16	\$25.00	\$400.00
92.	Roadside Sign - One Post (City Std 7210)	EA	33	\$270.00	\$8,910.00
93.	Roadside Sign - Two Post (City Std 7210)	EA	4	\$358.00	\$1,432.00
94.	Install Sign (Strap and Saddle Bracket Method)	EA	6	\$137.00	\$822.00
95.	Object Marker	EA	3	\$93.00	\$279.00
96.	Relocate Roadside Sign-One Post	EA	4	\$159.00	\$636.00
97.	Remove Roadside Sign	EA	9	\$83.00	\$747.00

AGREEMENT

98.	Reclaimed Water Sign	EA	12	\$192.00	\$2,304.00
99.	Midwest Guardrail System	LF	90	\$71.00	\$6,390.00
100.	Flared Terminal System End Treatment	EA	2	\$5,700.00	\$11,400.00
101.	Cable Railing	LF	60	\$29.00	\$1,740.00
102.	Remove Guardrail	LF	246	\$8.00	\$1,968.00
103.	6" Thermoplastic Traffic Stripe	LF	6,849	\$2.20	\$15,067.80
104.	8" Thermoplastic Traffic Stripe	LF	50	\$2.20	\$110.00
105.	Thermoplastic Pavement Marking	SQFT	1,528	\$4.50	\$6,876.00
106.	Lighting System	LS	1	\$128,000.00	\$128,000.00
107.	Solar Flashing Beacon System	LS	1	\$30,000.00	\$30,000.00
108.	Temporary Fence (Estimated)	LF	350	\$13.00	\$4,550.00
109.	Gate	EA	1	\$1,800.00	\$1,800.00
110.	Rail Fence (City Std 9050) with 3-Strand Barb Wire	LF	475	\$53.00	\$25,175.00

BID TOTAL: \$ 3,504,175.88

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

AGREEMENT

- 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.

AGREEMENT

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

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Heidi Harmon, Mayor

APPROVED AS TO FORM

CONTRACTOR:

Souza Engineering Contracting, Inc. Dba
Souza Construction

J. Christine Dietrick
City Attorney

By: _____
Steve A. Souza
Its: PRESIDENT

(2nd signature required if Corporation):

By: _____
Stuart Souza

Its: Secretary _____