

DRAFT
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

CONTRACT NO. 6803.4.SAL.21

THIS AGREEMENT, made and concluded, in duplicate, between the TRANSPORTATON AGENCY FOR MONTEREY COUNTY thereof, party of the first part, and

Monterey Peninsula Engineering
Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the TRANSPORTATION AGENCY FOR MONTEREY COUNTY, the work described in the special provisions and the project plans described below, including any addenda thereto. and also in conformance with the 2015 California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated December 2018 and are entitled:

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY;
NOTICE TO BIDDER AND SPECIAL PROVISIONS FOR**

***SALINAS COMMUTER RAIL STATION
PACKAGE 1***

IN

Salinas, California

The project plans for the work to be done were approved December 2018 and are entitled:

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY;
PROJECT PLANS FOR**

***SALINAS COMMUTER RAIL STATION
PACKAGE 1***

IN

Salinas, California

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. 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 or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *TRANSPORTATION AGENCY FOR MONTEREY COUNTY*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BID ITEM LIST

Item No	Item Code	Final Pay Item	Item	Unit	Quantity	Price	Extension
1	050000A		CONSTRUCTION SURVEYS	LS	1	\$20,000.00	\$20,000.00
2	050001A		ENGINEER'S FIELD OFFICE	MONTH	14	\$5,000.00	\$70,000.00
3	80050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$1,500.00	\$1,500.00
4	120090		CONSTRUCTION AREA SIGNS	LS	1	\$20,000.00	\$20,000.00
5	120100		TRAFFIC CONTROL SYSTEM	LS	1	\$60,000.00	\$60,000.00
6	124000		TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1	\$15,000.00	\$15,000.00
7	130100		JOB SITE MANAGEMENT	LS	1	\$20,000.00	\$20,000.00
8	130300A		AMEND EXISTING STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$2,500.00	\$2,500.00
9	130310		RAIN EVENT ACTION PLAN	EA	109	\$150.00	\$16,350.00
10	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	74	\$100.00	\$7,400.00
11	130330		STORM WATER ANNUAL REPORT	EA	2	\$650.00	\$1,300.00
12	130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	54	\$250.00	\$13,500.00

Item No	Item Code	Final Pay Item	Item	Unit	Quantity	Price	Extension
13	130640		TEMPORARY FIBER ROLL	LF	2,500	\$5.00	\$12,500.00
14	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	4	\$5,000.00	\$20,000.00
14A	130730		14A - 130730 - LS - STREET SWEEPING	LS	1	\$10,000.00	\$10,000.00
15	130900		TEMPORARY CONCRETE WASHOUT	LS	1	\$2,500.00	\$2,500.00
16	141101		REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	1,840	\$20.00	\$36,800.00
17	170103		CLEARING AND GRUBBING (LS)	LS	1	\$25,000.00	\$25,000.00
18	170103A		REMOVE TREE	EA	54	\$600.00	\$32,400.00
19	190101		ROADWAY EXCAVATION	CY	13,600	\$40.00	\$544,000.00
20	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	96	\$80.00	\$7,680.00
21	193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	93	\$120.00	\$11,160.00
22	204039A		PLANT (PALM)	EA	5	\$1,375.00	\$6,875.00
23	204040A		PLANT (TREE/36" BOX)	EA	63	\$628.00	\$39,564.00
24	204041A		PLANT (5 GALLON CONTAINER)	EA	2,115	\$30.00	\$63,450.00
25	204042A		PLANT (1 GALLON CONTAINER)	EA	4,133	\$11.00	\$45,463.00
26	204099		PLANT ESTABLISHMENT WORK	LS	1	\$25,000.00	\$25,000.00
27	205034		DECOMPOSED GRANITE	SQFT	135	\$9.00	\$1,215.00
28	205035		WOOD CHIP MULCH	CY	300	\$40.00	\$12,000.00
29	205062		ROOT BARRIER	LF	1,653	\$14.50	\$23,968.50
30	206005		EDGING	LF	36	\$22.50	\$810.00
31	206562		1" REMOTE CONTROL VALVE	EA	39	\$400.00	\$15,600.00
31A	206564		1 1/2" REMOTE CONTROL VALVE	EA	8	\$445.00	\$3,560.00
32	206572		MASTER CONTROL VALVE	EA	1	\$665.00	\$665.00
33	206631		1" WYE STRAINER ASSEMBLY	EA	1	\$290.00	\$290.00
34	206762		12-54 STATION IRRIGATION CONTROLLER (STAINLESS STEEL PEDESTAL MOUNTED)	EA	1	\$5,550.00	\$5,550.00
34A	208451A		1" DRIP VALVE ASSEMBLY	EA	6	\$445.00	\$2,670.00
34B	208684A		AIR RELIEF VALVE	EA	6	\$120.00	\$720.00
34C	208685A		MANUAL FLUSH VALVE	EA	6	\$95.00	\$570.00
34D	208686A		SYSTEM INDICATOR	EA	6	\$50.00	\$300.00
35	208220		1/2" DRIP IRRIGATION TUBING	SQFT	5,698	\$2.00	\$11,396.00
36	208426		2" BACKFLOW PREVENTER ASSEMBLY	EA	1	\$6,000.00	\$6,000.00
37	208442		FLOW SENSOR	EA	1	\$800.00	\$800.00

Item No	Item Code	Final Pay Item	Item	Unit	Quantity	Price	Extension
38	208445		TREE WELL SPRINKLER ASSEMBLY	EA	68	\$1.00	\$68.00
39	208449		POP-UP SPRINKLER ASSEMBLY	EA	721	\$50.00	\$36,050.00
40	208590		GATE VALVE	EA	10	\$450.00	\$4,500.00
41	208605		2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	0	\$1.00	\$0.00
41A	208594		3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	760	\$6.00	\$4,560.00
41B	208596		1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	500	\$7.00	\$3,500.00
41C	208597		1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	300	\$8.00	\$2,400.00
42	208610		1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	8,800	\$7.00	\$61,600.00
43	208611		2" PLASTIC PIPE (SCHEDULE 80) (SUPPLY LINE)	LF	2,400	\$11.00	\$26,400.00
44	208613		2" PLASTIC PIPE (SCHEDULE 80) (SLEEVE)	LF	880	\$13.00	\$11,440.00
45	208614		4" PLASTIC PIPE (SCHEDULE 80) (SLEEVE)	LF	920	\$20.00	\$18,400.00
46	208649		QUICK COUPLING VALVE	EA	17	\$250.00	\$4,250.00
47	208683		BALL VALVE	EA	13	\$250.00	\$3,250.00
48	210110		BIORETENTION SOIL MIX	CY	1,700	\$100.00	\$170,000.00
49	210610		COMPOST	CY	230	\$50.00	\$11,500.00
50	260203		CLASS 2 AGGREGATE BASE	CY	5,590	\$52.00	\$290,680.00
51	390132		HOT MIX ASPHALT (TYPE A)	TON	3,310	\$150.00	\$496,500.00
52	393004		GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SY	825	\$7.00	\$5,775.00
53	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	825	\$15.00	\$12,375.00
54	401050		JOINTED PLAIN CONCRETE PAVEMENT	CY	1,510	\$620.00	\$936,200.00
55	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	75	\$715.00	\$53,625.00
56	510503A		TYPE A INLET	EA	3	\$3,400.00	\$10,200.00
57	510504A		OVERFLOW INLET	EA	23	\$2,400.00	\$55,200.00
58	520103	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	8,265	\$3.50	\$28,927.50
59	650010		12" REINFORCED CONCRETE PIPE	LF	825	\$140.00	\$115,500.00
60	650012		15" REINFORCED CONCRETE PIPE	LF	351	\$150.00	\$52,650.00
61	680283		3" PLASTIC PIPE UNDERDRAIN	LF	110	\$55.00	\$6,050.00
62	680902		4" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	2,200	\$36.00	\$79,200.00

Item No	Item Code	Final Pay Item	Item	Unit	Quantity	Price	Extension
63	682042		CLASS 2 PERMEABLE MATERIAL (BLANKET)	CY	840	\$100.00	\$84,000.00
64	700617		DRAINAGE INLET MARKER	EA	27	\$100.00	\$2,700.00
65	707225		48" PRECAST CONCRETE PIPE MANHOLE (TYPE A)	EA	5	\$7,000.00	\$35,000.00
65A	710102		ABANDON CULVERT (LF)	LF	1,105	\$30.00	\$33,150.00
65B	710132		REMOVE CULVERT (LF)	LF	145	\$30.00	\$4,350.00
66	710150		REMOVE INLET	EA	20	\$1,000.00	\$20,000.00
67	710156		REMOVE MANHOLE	EA	3	\$3,000.00	\$9,000.00
68	710160		REMOVE JUNCTION BOX	EA	41	\$3,000.00	\$123,000.00
69	710196		ADJUST INLET	EA	2	\$800.00	\$1,600.00
70	710212		ADJUST MANHOLE TO GRADE	EA	17	\$600.00	\$10,200.00
71	710220		ADJUST UTILITY COVER TO GRADE	EA	28	\$350.00	\$9,800.00
72	710262		CAP INLET	EA	1	\$700.00	\$700.00
72A	710267A		CAP PIPE	EA	2	\$1,000.00	\$2,000.00
72B	710370		SAND BACKFILL	CY	130	\$400.00	\$52,000.00
73	730010		MINOR CONCRETE (CURB)	LF	3,910	\$26.00	\$101,660.00
74	730070		DETECTABLE WARNING SURFACE	SF	260	\$45.00	\$11,700.00
75	731504		MINOR CONCRETE (CURB AND GUTTER)	LF	2,650	\$42.00	\$111,300.00
76	731505A		MINOR CONCRETE (BIORETENTION DEEPEMED CURB AND GUTTER)	LF	5,400	\$61.00	\$329,400.00
77	731506A		MINOR CONCRETE (BIORETENTION LATERAL BRACE)	CY	64	\$1,125.00	\$72,000.00
78	731516		78 - 731516 - CY - MINOR CONCRETE (DRIVEWAY)	CY	8	\$735.00	\$5,880.00
79	731521		MINOR CONCRETE (SIDEWALK)	CY	720	\$450.00	\$324,000.00
80	731531		VEHICULAR COLORED CONCRETE	CY	18	\$900.00	\$16,200.00
81	731623A		MINOR CONCRETE (CURB RAMP)	EA	31	\$1,750.00	\$54,250.00
81A	731628A		MINOR CONCRETE (BUS SHELTER PAD)	CY	16	\$610.00	\$9,760.00
82	731710		REMOVE CONCRETE CURB (LF)	LF	2,350	\$7.00	\$16,450.00
83	731780		REMOVE CONCRETE SIDEWALK (SQYD)	SQYD	4,000	\$23.00	\$92,000.00
84	731790		REMOVE CONCRETE ISLAND (PORTIONS) (SQYD)	SQYD	2,100	\$16.00	\$33,600.00
85	731840		REMOVE CONCRETE (CURB AND GUTTER)	LF	4,200	\$15.00	\$63,000.00
86	206763A		BOOSTER PUMP	EA	1	\$26,000.00	\$26,000.00

Item No	Item Code	Final Pay Item	Item	Unit	Quantity	Price	Extension
87	770001A		2" SCH 40 PVC WATER LINE	LF	110	\$27.00	\$2,970.00
88	770003A		WATER VALVE AND BOX	EA	1	\$555.00	\$555.00
89	770004A		6" PVC UTILITY SPLIT CASING	LF	420	\$82.00	\$34,440.00
90	770005A		SLURRY CAP	CY	5	\$400.00	\$2,000.00
91	770006A		REMOVE UTILITY BOX	EA	43	\$400.00	\$17,200.00
92	770007A		6-INCH DUCTILE IRON PIPE (CALWATER)	LF	135	\$250.00	\$33,750.00
93	770008A		6-INCH PVC C900 PIPE (CALWATER)	LF	150	\$200.00	\$30,000.00
94	770009A		8-INCH PVC C900 PIPE (CALWATER)	LF	555	\$125.00	\$69,375.00
95	770010A		2-INCH IRRIGATION SERVICE (CALWATER)	EA	1	\$4,500.00	\$4,500.00
96	770011A		6-INCH FIRE HYDRANT CONNECTIONS (CALWATER)	EA	3	\$10,000.00	\$30,000.00
97	780001A		SITE BENCH	EA	4	\$3,700.00	\$14,800.00
98	780002A		TRASH RECEPTACLE	EA	5	\$6,500.00	\$32,500.00
99	780003A		TRASH ENCLOSURE	EA	2	\$40,000.00	\$80,000.00
100	780004A		BIKE RACK	EA	2	\$1,200.00	\$2,400.00
101	780005A		BIKE LOCKERS	EA	8	\$2,800.00	\$22,400.00
102	780006A		INSTALL BUS SHELTER (FURNISHED BY OTHERS)	EA	2	\$10,000.00	\$20,000.00
103	780008A		COBBLESTONE ENERGY DISSIPATOR	SF	650	\$25.00	\$16,250.00
104	780260		REMOVE AND REPLACE MONUMENT	EA	1	\$1,000.00	\$1,000.00
105	780500		PARKING BUMPER (PRECAST CONCRETE)	EA	36	\$85.00	\$3,060.00
106	782201A		DECORATIVE COBBLE	TON	5	\$135.00	\$675.00
107	800360		CHAIN LINK FENCE (TYPE CL-6)	LF	185	\$32.00	\$5,920.00
108	800401A		BARRIER FENCE (36")	LF	425	\$160.00	\$68,000.00
109	803012A		ACCESS GATE	EA	1	\$4,500.00	\$4,500.00
110	803050		REMOVE CHAIN LINK FENCE	LF	1,000	\$4.00	\$4,000.00
111	803110		REPLACE WOOD FENCE	LF	200	\$30.00	\$6,000.00
112	833088	F	TUBULAR HANDRAILING	LF	190	\$120.00	\$22,800.00
113	810120		REMOVE PAVEMENT MARKER	EA	82	\$6.50	\$533.00
114	810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	777	\$6.50	\$5,050.50
115	820250		REMOVE ROADSIDE SIGN	EA	24	\$175.00	\$4,200.00
116	820840		ROADSIDE SIGN - ONE POST	EA	66	\$500.00	\$33,000.00
117	840505A		4" THERMOPLASTIC TRAFFIC STRIPE	LF	5,874	\$3.00	\$17,622.00

Item No	Item Code	Final Pay Item	Item	Unit	Quantity	Price	Extension
118	840505		6" THERMOPLASTIC TRAFFIC STRIPE	LF	6,653	\$3.50	\$23,285.50
119	840506		8" THERMOPLASTIC TRAFFIC STRIPE	LF	430	\$4.50	\$1,935.00
120	840507		6" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 8-4)	LF	670	\$3.25	\$2,177.50
121	840508		8" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 12-3)	LF	170	\$4.25	\$722.50
122	840530		6" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 17-7)	LF	310	\$3.10	\$961.00
123	840519		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,854	\$10.00	\$38,540.00
124	846030		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	184	\$25.00	\$4,600.00
125	846035		REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	471	\$10.00	\$4,710.00
126	870201A		LIGHTING SYSTEM - RAIL STATION	LS	1	\$675,000.00	\$675,000.00
127	870401A		SIGNAL AND LIGHTING MODIFICATION (LOCATION 1)	LS	1	\$425,000.00	\$425,000.00
128	999990		MOBILIZATION	LS	1	\$350,000.00	\$350,000.00
142 Items				Total			\$7,487,989.00

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By _____
TAMC

Contractor

By _____

Licensed in accordance with
an act providing for the
registration of contractors,

License No. _____

Federal Employer Identification

Number _____

Approved and certified as being in conformance with the requirements of the State Contract Act.

Attorney, TAMC

Approved Effective _____