

SAMPLE AGREEMENT

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG)

CANYON DEL REY SEGMENT 1

PROJECT No. 7300.01.CDR.01

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

[Contractor's Name]

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 two 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 2022 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 1, 2023, and are entitled:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

NOTICE TO BIDDER AND SPECIAL PROVISIONS

FOR THE CONSTRUCTION OF THE

FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG)

CANYON DEL REY SEGMENT 1

IN VARIOUS CITIES IN MONTEREY COUNTY, CALIFORNIA

The project plans and specifications for the work to be done are dated December 1, 2023, and are entitled:

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY
FORTAG CDR TRAIL
FEDERAL AID #ATPSB1L-6143(088)**

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:

ARTICLE VI. –Contractor also agrees that any and all proposed adjustments or changes to the aforesaid work must be in writing, and reviewed and approved in writing by the party of the first part. No such adjustment or change shall be effective without the express, written, and dated signature of the authorized TRANSPORTATION AGENCY FOR MONTEREY COUNTY designee. Further, no proposed adjustment or change that has the cumulative effect of exceeding the amount previously authorized as a contingency shall be permitted without prior approval from the TRANSPORTATION AGENCY FOR MONTEREY COUNTY Board of Directors.

Bid Item List

BASE BID

Item No.	Final Pay Item	Item Code	Item Description	Unit of Measure	Estimated Quantity	Item Price	Total
1		999990	Mobilization (5%)	LS	1		
2		070030	Lead Compliance Plan	LS	1		
3		120200	Temporary Facilities	LS	1		
4		120090	Construction Area Signs	LS	1		
5		130100	Job Site Management	LS	1		
6		130300	Prepare Storm Water Pollution Prevention Plan	LS	1		
7		130330	Storm Water Annual Report	EA	2		
8		130505	Move-In/Move-Out (Temporary Erosion Control)	EA	2		
9		130530	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	SQYD	1,790		
10		130610	Temporary Check Dam	LF	37		
11		130620	Temporary Inlet Protection	EA	16		
12		130640	Temporary Fiber Roll	SQFT	5,596		
13		130680	Temporary Silt Fence, High Visibility Orange	SQFT	2,212		
14		130710	Temporary Construction Entrance (Type 2)	SQFT	2		
15		130730	Street Sweeping	EA	1		
16		130900	Temporary Concrete Washout	LF	1		
17		160110	Temporary High Visibility Fencing (ESA)	LF	1,684		
18		198051	Temporary Shoring	LS	1		
19		141103	Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	LF	2,293		
20		160120	Remove Tree	EA	33		
21		151000	Remove and Salvage Existing Light Pole	EA	6		
22		170105	Clearing and Grubbing	AC	3		
23		190101	Roadway Excavation	CY	13,280		
24		190102	Export Excavation	CY	2,070		
25	F	192037	Structure Excavation (Retaining Wall)	CY	1,910		
26	F	193013	Structure Backfill (Retaining Wall)	CY	1,180		

27		210270	Rolled Erosion Control Product (Netting)	SQFT	42,907		
28		210300	Hydromulch	SQFT	48,343		
29		210430	Hydroseed	SQFT	48,343		
30		210610	Compost (CY)	CY	295		
31		210630	Incorporate Materials	SQFT	48,343		
32		205035	Wood Mulch	CY	140		
33		200111	Decorative Boulders	EA	80		
34		202006	Soil Amendment	CY	130		
35		204011	Plant (Group K) (24" Box Tree)	EA	12		
36		204011	Plant (Group K) (15 Gal. Tree)	EA	27		
37		204035	Plant (Group A) (NO. 1)	EA	854		
38		204036	Plant (Group B) (NO. 5)	EA	102		
39		204099	Plant Establishment Work (90 days)	LS	1		
40		841000	Polymer Cement Surface System Pavement Markings (Endurablend)	SF	1,110		
41		205034	Decomposed Granite	SF	5,500		
42		201000A	Arbor Structure (Polygon)	EA	1		
43		206005	Edging (Metal)	LF	57		
44		208649	Quick coupler valve	EA	17		
45		208574	1.5" Gate Valve (Shut off valves)	EA	7		
46		206562	1" Remote Control Valve	EA	7		
47		206564	1.5" Remote Control Valve (Master Valve with Flow Sensor)	EA	2		
48		206751	12 Station Irrigation Controller	EA	2		
49		208220	1/2" Drip In-Line Tubing	SF	11,273		
50		208301	Irrigation Controller Enclosure Cabinet	EA	2		
51		200114	Rock blanket	SF	850		
52		20100B	Furniture: Bollards	EA	2		
53		20100C	Furniture: Camber Bench	EA	6		
54		20100D	Furniture: Cordia Trash/Recycle	EA	8		
55		20100E	Furniture: Bay City Bike Rack	EA	1		
56		20100F	Furniture: MDF Hydration Station	LS	3		
57		20100G	Furniture: Picnic Table	LS	1		
58		20100H	Tennis Net Post	EA	4		
59		208690	Irrigation Sleeve	LF	200		
60		20100I	Del Rey Oaks Signage	ALLOW	1		
61		20100J	Butterfly Garden Signage	ALLOW	1		
62		20100K	Steel Raised Garden Planters	EA	6		
63		208445	Tree Well Sprinkler Assembly	EA	45		
64		208450	1" Drip Valve Assembly	EA	7		
65		208598	Plastic Pipe (Schedule 40) (Supply Line)	LF	2,251		
66		208594	Plastic Pipe (Schedule 40) (Lateral Line)	LF	2,461		
67		201000L	Picket Fence	LF	120		
68		720110	Small-Rock Slope Protection (3"-6" size rip rap cobble)	SQYD	7		

69		260203	Aggregate Base (Class 2)	CY	1,956		
70		377501	Slurry Seal	SQFT	91,728		
71		371000	Tennis Court Crack Seal and Resurfacing	LS	1		
72		390132	Hot Mix Asphalt (Type A)	TON	1,542		
73		394073	Place Hot Mix Asphalt Dike (Type A)	LF	54		
74		398100	Remove Asphalt Concrete Dike	LF	138		
75		701000	G3 Catch Basin	EA	4		
76		701001	24" x 24" Concrete Drainage Inlet	EA	2		
77		701002	18" x 18" Drainage Inlet	EA	1		
78		701003	GOL (7') Catch Basin	EA	1		
79		701004	GOL (10') Catch Basin	EA	3		
80		701005	GOL (10') Catch Basin Mod	EA	1		
81	F	700617	Drainage Inlet Markers	EA	11		
82		701004	9" Area Drains	EA	13		
83		707217	36" Precast Concrete Pipe Manhole	EA	0		
84		707225	48" Precast Concrete Pipe Manhole 1'-5' DEPTH	EA	6		
85		707225	48" Precast Concrete Pipe Manhole 5'-10' DEPTH	EA	5		
86		640100	SMALL SD HDPE (6" AND LESS)	LF	680		
87		640101	12" SD HDPE	LF	40		
88		650307	12" SD RCP (CLIII)	LF	240		
89		650309	24" SD CMP	LF	60		
90		650310	15" SD RCP (CLIII)	LF	80		
91		650311	18" SD RCP (CLIII)	LF	50		
92		650316	24" SD RCP (CLIII)	LF	390		
93		702614	Tee Energy Dissipator 24" (CMP)	EA	2		
94		723095	Rock Slope Protection (CL 1, Light, Method B)	CY	13		
95		723080	Rock Slope Protection (CL 2, Light, Method B)	CY	30		
96		013509	8" Gravel Filter	CY	16		
97		770400	Bioretention Pond	SQFT	749		
98		770600	Tree Box Biofilter (6'x10')	EA	3		
99		770700	Infiltration trench & 48" chamber	EA	1		
100		770800	24" sidewalk underdrain Mod	EA	1		
101		770900	Modify or Connect to existing SD System	EA	3		
102		710114	Abandon Sewer Pipeline	LS	1		
103		640200	14-inch DR 17 HDPE, (Includes Excavation, Bedding, Laying, & Backfill)	LF	200		
104		702000	Install 48-inch Dia. Manhole (10'-11' Depth)	EA	2		
105		703000	Install 48-inch Dia. Manhole (14'-19' Depth)	EA	2		
106		704000	Modify Existing SS Manhole	EA	1		
107		705000	Connect Existing Sewer to New Manhole and Base	EA	2		
108		770200	Sewer Bypass	LS	1		
109		770300	Pre/Post-Construction CCTV Inspection	LF	200		

110	F	192003	Structure Excavation (Bridge)	CY	610		
111	F	193003	Structure Backfill (Bridge)	CY	160		
112		490782	Furnish Piling (Class 200)	LF	3,712		
113		490783	Drive Pile (Class 200)	EA	64		
114	F	510053	Structural Concrete, Bridge	CY	199		
115	F	510054	Structural Concrete, Bridge (Polymer Fiber)	CY	64		
116	F	510086	Structural Concrete, Approach Slab (Type N)	CY	60		
117		512352	Furnish Precast Prestressed Concrete Slab (Type SII)	SF	2,380		
118		512510	Erect Precast Prestressed Concrete Deck Unit	EA	15		
119		519088	Joint Seal (MR = 1")	LF	117		
120		519102	Joint Seal (TYPE AL)	LF	117		
121	F	520102	Bar Reinforcing Steel (Bridge)	LB	50,000		
122	F	750501	Miscellaneous Metal (Bridge)	LB	324		
123		839607	Crash Cushion Alt (SCI-70 GM TL-2) and Concrete Foundation	EA	2		
124	F	839738	Concrete Barrier (Type 85SW)	LF	65		
125	F	839739	Concrete Barrier (Type 85)	LF	65		
126	F	833094	Tubular Bicycle Railing	LF	65		
127	F	192049	Structure Excavation (Soldier Pile Wall)	CY	113		
128	F	193029	Structure Backfill (Soldier Pile Wall)	CY	31		
129	F	193116	Concrete Backfill (Soldier Pile Wall)	CY	148		
130	F	193119	Lean Concrete Backfill	CY	41		
131		490326	Steel Soldier Pile (W 24 x 176)	LF	710		
132		490406	36" Drilled Hole	LF	719		
133	F	510060	Structural Concrete, Retaining Wall	CY	43		
134	F	511055	Concrete Surface Texture	SF	1,336		
135	F	520103	Bar Reinforcing Steel (Retaining Wall) (F)	LB	8,000		
136	F	575004	Timber Lagging	MFBM	7		
137		590120	Clean and Paint Steel Soldier Piling	LS	1		
138	F	750502	Miscellaneous Metal (Retaining Wall)	LB	126		
139	F	510060	Structural Concrete, Retaining & Seat Walls	CY	584		
140	F	511035	Retaining & Seat Wall Concrete Aesthetics	SQFT	2,437		
141	F	520103	Bar Reinforcing Steel (Retaining & Seat Walls)	LB	87,542		
142	F	520103	Bar Reinforcing Steel (Concrete Trail)	LB	19,741		
143		710136	Remove Pipe	LF	146		
144		710150	Remove Inlet	EA	4		
145		710208	Adjust Frame and Cover to Grade	EA	12		
146		710240	Adjust Existing Valves/Meters to Grade	EA	19		
147		730070	Detectable Warning Surface	SF	849		
148		730020	Minor Concrete (Curb)	CY	14		
149		731504	Minor Concrete (Curb and Gutter)	CY	296		
150		731514	Minor Concrete (Stamped Concrete)	CY	32		
151		731515	Minor Concrete (Truck Apron)	CY	3		

152		731516	Minor Concrete (Driveway)	CY	20		
153		731519	Minor Concrete (Sloped Paving)	CY	47		
154		731521	Minor Concrete (Stairs)	CY	7		
155		731522	Minor Concrete (Sidewalk)	CY	80		
156		731523	Minor Concrete (Trail)	CY	682		
157		731624	Minor Concrete (Curb Ramp)	EA	32		
158		731625	Minor Concrete (Retaining Curb 1)	LF	1,241		
159		731626	Minor Concrete (Retaining Curb 2)	LF	422		
160		731627	Minor Concrete (Retaining Curb 3)	LF	1,004		
161		731628	Minor Concrete (V-Ditch)	LF	758		
162		731629	Minor Concrete (Valley Gutter)	CY	4		
163		731630	Minor Concrete (Weir - Bioretention)	CY	2		
164		731631	Minor Concrete (Plated Sidewalk Underdrain)	LF	8		
165		731632	Minor Concrete (Wheel Stop)	EA	19		
166		731633	Minor Concrete (Sanitary Sewer Blanket)	CY	29		
167		731710	Remove Concrete Curb	LF	390		
168		731790	Remove Concrete Island (Portions)	SY	59		
169		731840	Remove Concrete (Curb and Gutter)	LF	3,107		
170		782110	Reset Mailbox	EA	1		
171		800360	Chain Link Fence (Type CL-6)	LF	1,098		
172		800405	Chain Link Fence (Type CL-12)	LF	240		
173		803050	Remove Chain Link Fence	LF	1,637		
174		803110	Wood Fence	LF	217		
175		782110	Reset Gate	EA	3		
176		810120	Remove Pavement Marker	EA	15		
177		810230	Pavement Marker (Retroreflective)	EA	39		
178		820250	Remove Roadside Sign	EA	37		
179		820610	Relocate Roadside Sign	EA	29		
180		820840	Roadside Sign - One Post	EA	27		
181	F	839521	Cable Railing	LF	757		
182		830100	3-Rail Guardrail	LF	347		
183		830200	Guardrail	LF	462		
184		830300	Handrailing	LF	258		
185		840515	Thermoplastic Pavement Marking	SF	3,012		
186		840504	4" Thermoplastic Traffic Stripe	LF	783		
187		840505	6" Thermoplastic Traffic Stripe	LF	4,540		
188		840506	8" Thermoplastic Traffic Stripe	LF	989		
189		810230	Markers	EA	39		
190		846030	Remove Thermoplastic Traffic Stripe	LF	4,324		
191		846035	Remove Thermoplastic Pavement Marking	SF	1,642		
192		846036	Green Bike Lane	SF	1,521		
193		860460	Lighting & Sign Illumination & Security	LS	1		
194		860604	Rapid Flashing Beacon System	LS	1		

195		770800	Foot Bridge (Frog Pond)	LS	1			
196		872133	Modifying Signal and Lighting System	LS	1			
197		059999A	Agency Permit Fees	LS	1			
TOTAL, BASE BID (ITEMS 1 THROUGH 197)								

SUPPLEMENTAL WORK – CONTINGENCY ITEMS

Item No.	Final Pay Item	Item Code	Item Description	Unit of Measure	Estimated Quantity	Item Price	Total	
SW 1		066105	Resident Engineer's Office	LS	1			
SW 2		066595	Water Pollution Control Maintenance Sharing	LS	1			
SW 3		066596	Additional Water Pollution Control	LS	1			
SW 4		066597	Stormwater Sampling Analysis	LS	1			
SW 5		066610	Partnering	LS	1			
SW 6		066670	Payment Adjustments for Price Index Fluctuations	LS	1			
SW 7		066919	Dispute Resolution Board	LS	1			
SW 8		066999	Construction Staking	LS	1			
SW 9		120300	Utility Conflict Allowance	LS	1			
SW 10		120100	Traffic Control System	LS	1			
TOTAL, SUPPLEMENTAL WORK (ITEMS SW 1 THROUGH SW 10)								
GRAND TOTAL (ITEMS 1 THROUGH SW 10)								

IN WITNESS WHEREOF, TAMC and Contractor execute this agreement as follows:

[CONTRACTOR]

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date: _____

Date: _____

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

License No. _____

Federal Employer Identification Number: _____

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Date: _____

Todd A. Muck
Executive Director

INSTRUCTIONS: If Contractor is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Contractor is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Contractor is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

Date: _____

TAMC Counsel

For TAMC internal use:

Work Element number to be used for the contract: 7300