



# City of Palo Alto

## City Council Staff Report

(ID # 10646)

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**Report Type: Action Items**

**Meeting Date: 11/18/2019**

**Summary Title: Approval of Highway 101 Bike Bridge Construction Contracts and County Grant Agreement**

**Title: Approval of a Construction Contract With Granite Construction Company in the Amount of \$13,844,921 for the Highway 101 Pedestrian/Bicycle Overpass Project, Capital Improvement Project (PE-11011); Approval of a Contract With Zoon Engineering in the Amount of \$1,704,851 to Provide Construction Management Services); Approval of a Grant Agreement With the County of Santa Clara for Grant Funding; and Approval of a Budget Amendment in the Capital Improvement Fund**

**From: City Manager**

**Lead Department: Public Works**

### **Recommendation**

Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute Construction Contract No. C20174550 with Granite Construction Company in an amount not to exceed \$13,844,921 for the Highway 101 Pedestrian/Bicycle Overpass Project (Capital Improvement Program (CIP) Project PE-11011);
2. Authorize the City Manager or his designee to negotiate and execute one or more change orders to the construction contract with Granite Construction Company for related additional but unforeseen work that may develop during the project, the total value of which shall not exceed \$1,384,492;
3. Approve and authorize the City Manager or his designee to execute Contract No. C20175214 with Zoon Engineering (Attachment A) to provide construction management services for the Highway 101 Pedestrian/Bicycle Overpass Project (CIP Project PE-11011) in an amount not to exceed \$1,704,851, including \$1,549,865 for basic services and \$154,986 for additional services;
4. Approve and authorize the City Manager or his designee to execute the Project Grant Agreement with the County of Santa Clara for the provisions of grant funding for the project in the amount of \$4 million (Attachment B); and
5. Amend the Fiscal Year 2020 Budget Appropriation for the Capital Improvement Fund by:
  - i. Decreasing the Capital Fund Infrastructure Reserve by \$4,200,000; and

- ii. Increasing the Highway 101 Pedestrian/Bicycle Overcrossing Project (PE-11011) appropriation by \$4,200,000.

### **Executive Summary**

The Highway 101 Pedestrian/Bicycle Overpass Project includes construction of a new year-round, grade-separated, shared bicycle and pedestrian crossing over Highway 101 and the Adobe Creek Reach Trail. This project will replace the existing seasonal Benjamin Lefkowitz underpass, generally open for public access six months during the year (April 15 to October 15) due to flooding issues. The project will improve connectivity to the Palo Alto Baylands Nature Preserve, East and West Bayshore Road businesses and the regional San Francisco Bay Trail network. The project objectives are consistent with the Palo Alto Comprehensive Plan and the Palo Alto Bicycle and Pedestrian Transportation Plan. This project has been in the planning and design process since 2010 and is one of the nine 2014 Council Infrastructure Plan projects. The current market conditions resulted in bids substantially higher than the engineer's estimate, and a budget amendment of \$4.2 million is needed to proceed with construction.

### **Background**

The Highway 101 Pedestrian/Bicycle Overpass Project consists of prefabricated steel trusses over Highway 101 and East and West Bayshore Roads, concrete approach structures, Adobe Creek Reach Trail, and landscaping, lighting, amenities, and signage. In November 2011, Council approved a Feasibility Study identifying the need for a year-round pedestrian and bicycle overcrossing at Highway 101 and Adobe Creek (Staff Report ID # [2074](#)). In June 2012, Council awarded a contract to Alta Planning + Design to develop a preliminary design and conduct an environmental assessment of the Adobe Creek overcrossing (Staff Report ID # [2771](#)). To obtain a wider range of bridge designs incorporating innovative concepts to construct a "landmark" bridge, the City completed a design competition in December 2014. The selected design was not pursued due to constructability issues and significantly high costs. Per Council direction, staff proceeded with a Request for Proposal for design services of a standard bridge in December 2015. On May 23, 2016, Council approved a design contract with Biggs Cardosa Associates, Inc. to provide design and engineering services (Staff Report ID# [6578](#)). The design contract was subsequently amended to provide final design, right-of-way services, and construction support services in December 2017 and June 2019 (Staff Report ID# [8659](#) and [10339](#)).

On November 7, 2016, Council reviewed and approved the bridge type and alignment concepts to continue with the environmental assessment and preliminary design (Staff Report ID# [7209](#)). During preliminary design of the project, staff conducted extensive community outreach, and received design input and approvals from the Parks and Recreation Commission, the Pedestrian and Bicycle Advisory Committee, the Architectural Review Board, the Planning and Transportation Commission, and the Public Arts Commission. On November 27, 2017, Council adopted the Mitigated Negative Declaration (MND) for California Environmental Quality Act (CEQA) and a Park Improvement Ordinance, and approved the Site and Design Review application (Staff Report ID# [8260](#)).

Following completion of the project design in early 2019, the California Department of Transportation (Caltrans) approved the right-of-way certification and encroachment permit in May and June 2019, respectively. Caltrans granted the Authorization to Proceed (E-76) with construction on August 6, 2019. An invitation for bids was issued on August 14, 2019.

## Discussion

### Bid Process

On August 14, 2019, an Invitation for Bids (IFB) for the Highway 101 Pedestrian/Bicycle Overpass project was posted on the City’s eProcurement system and sent to 8 builder’s exchanges and 60 contractors. The bidding period was 49 calendar days. Bids were received from three (3) qualified contractors on October 2, 2019, as listed in the attached Bid Summary (Attachment C).

#### Summary of Bid Process

Bid Name/Number	Highway 101 Pedestrian/Bicycle Overcrossing and Adobe Creek Reach Trail Project - IFB #174550
Proposed Length of Project	546 calendar days
Number of Bid Packages Downloaded by Builder’s Exchanges	8
Number of Bid Packages Downloaded by Contractors	15
Total Days to Respond to Bid	49
Pre-Bid Meeting?	Yes (mandatory meeting)
Number of Bids Received:	3
Base Bid Price Range	\$ 13,844,921 to \$ 14,570,357

The apparent low bidder was selected based on the total of the base bid. Bids ranged from \$13,844,921 to \$14,570,357 and from 28% to 34% above the Engineer’s Estimate. Staff has reviewed all bids submitted and recommends the base bid totaling \$13,844,921 submitted by Granite Construction Company be accepted, and Granite Construction Company be declared the lowest responsible bidder. The contingency amount of \$1,384,492, which equals ten percent of the total contract, is requested for related, additional, but unforeseen work, which may develop during the project. Due to the contract length, the contract can be viewed [here](#).

Staff reviewed other similar projects performed by the lowest responsible bidder, Granite Construction Company, and did not find any significant complaints with their previous work performance. Staff also checked with the Contractor’s State License Board and confirmed that Granite Construction Company has an active license on file.

### Construction Management Request for Proposal

This project will also require construction management and materials testing services from specialized professionals. On April 11, 2019, the City released a Request for Proposals (RFP - No.175214) for construction management services for the Highway 101 Pedestrian/Bicycle Overpass project. The RFP included project design drawings and specifications. The following table provides a summary of the RFP solicitation process.

Solicitation Process Summary

Proposal Description/Number	Highway 101 Pedestrian/Bicycle Overpass Project RFP (# 175214)		
Proposed Length of Project	Approximately 24 months		
Total Days to Respond to Proposal	33		
Pre-proposal Meeting Date	April 16, 2019		
Number of Company Attendees at Pre-proposal Meeting	9		
Number of Proposals Received:	3; one incomplete proposal was deemed non-responsive		
Company Name	Location (City, State)	Selected for oral interview?	Proposal Amount
1. Zoon Engineering, Inc.	Emeryville, CA	Yes	\$1,549,865
2. Swinerton Management and Consulting	San Francisco, CA	Yes	\$1,525,562

Evaluation of Construction Management Firms Proposals

A total of 31 vendors downloaded the RFP and three proposals were received. An evaluation committee consisting of Public Works Engineering and Building Development Services staff reviewed the proposals. Two qualified firms that submitted proposals were invited to participate in oral interviews on May 22, 2019. City staff from the Public Works Engineering and Building Development Services, and a representative from Caltrans carefully reviewed each firm's qualifications and submittals. The RFP criteria used to evaluate firms included proposer's: quality and completeness of proposal; quality, performance and effectiveness of the solutions, goods and/or services; experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity; cost; financial condition and stability; ability to perform the work within the time specified; prior record of performance with City or other local, county or state agency; ability to provide future maintenance, repairs parts and/or services; and compliance with applicable laws, regulations, policies (including Council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The evaluation committee recommended Zoon Engineering, Inc. as the top proposer. Zoon Engineering ranked highest due to their understanding of project goals and needs, experience working on projects with similar scope and complexity, and in-depth knowledge and experience with managing construction of federally funded projects involving bridge construction which is essential for successful project execution and timely completion.

County of Santa Clara Grant

In November 2012, the County of Santa Clara Board of Supervisors declared its intent to fund \$4 million for the Highway 101/Adobe Creek Overcrossing project to mitigate the loss of recreational facilities for campus residents and facility users due to development on the Stanford University campus resulting from approval of a General Use Permit (GUP) in 2000. County and City staff have prepared a project grant agreement between the County and the City for Council approval (Attachment B). Upon Council approval, the agreement will be considered by the County Board for final approval in December 2019.

**Resource Impact**

Project Costs

Based on the recommendations in this memorandum, the total increased cost of the project is estimated to be \$4.4 million, with \$4.2 million to be funded from the Infrastructure Reserve (IR) in FY 2020 and \$0.2 million estimated to be needed in FY 2021 to complete the project. The Adopted FY 2020 Capital Budget estimated the IR (Capital Improvement Fund ending fund balance) to have \$15.4 million at the end of FY 2020. The actions recommended in this memorandum would reduce the IR to \$11.2 million at the end of FY 2020. Staff will continue to monitor changes in project estimates in the Capital Improvement Fund in FY 2020 and bring forward more refined funding estimates for this project as part of the FY 2021 budget process.

Project Costs	Prior Years Actuals	FY 2020 Modified Budget*	Recommended FY 2020 Adjustment	FY 2020 Recommended Budget	Subsequent Years Estimated Costs	Updated Project Total
Design	\$2,827,560	\$658,382	\$0	\$658,382	\$0	\$3,485,942
Construction	\$0	\$12,823,404	\$4,100,000	\$16,923,404	\$0	\$16,923,404
Salary & Benefits	\$2,269,392	\$120,000	\$100,000	\$220,000	\$200,000	\$2,689,392
<b>Total</b>	\$5,096,952	\$13,601,786	\$4,200,000	\$17,801,786	\$200,000	\$23,098,738

*\*Includes FY2020 Final Reappropriation of \$1,693,400, approved by Council on October 21, 2019 ([CMR #10658](#)).*

The table above includes funding for testing, permitting, and administration costs for printing and outreach.

The updated total project cost is \$23.1 million, and the previous total project budget approved by the City Council as part of the FY 2020 Adopted Capital Budget was \$18.7 million (\$16.3 million for design and construction, and \$2.4 million for staff salaries and benefits). The net increase in the total project cost due to the construction bid, construction management contract, and updated staff salaries and benefits is \$4.4 million. Approximately \$172,000 is being funded from CIP OS-09001 Off-Road Pathway Resurfacing and Repair to pay for the Adobe Reach Trail Improvements. This funding was approved as part of the FY 2019 budget process.

Construction costs are continuing to escalate in California and across the country. To evaluate project costs, staff conducted a third party cost verification and constructability review in October 2017 at the preliminary design level and a value engineering analysis in April 2018 at 65% design level. At that time, the total project cost was anticipated to be \$2-3 million higher than the project budget, and the budget was adjusted accordingly in Fiscal Year 2019. The Engineer's Estimate of probable construction cost of \$10.8 million was prepared in early 2019 and was within the Fiscal Year 2019 adjusted budget. The current market conditions and rising construction materials costs (i.e. structural concrete, steel, etc.) have resulted in higher bid prices than the Engineer's Estimate.

#### Grants from the One Bay Area Grant Program and Google

In addition to the \$4 million County of Santa Clara grant (Attachment B), the project has received a grant totaling \$4.35 million from the One Bay Area Grant (OBAG) Program and Google is contributing \$1 million to the project. Total grants and contributions for this project come to \$9.35 million.

#### Additional Potential Funding Sources

##### *Potential County/Stanford Trails Funds:*

Stanford and the City submitted a joint \$8.5 million grant application in 2012 and Stanford was awarded \$4.5 million from the Santa Clara County Recreation Fund established by the County/Stanford Trails Agreement. Stanford relinquished the \$4.5 million grant funding to build the Stanford perimeter trail with its own funds. City staff is planning to pursue these funds for the project. Reallocation of funds is subject to Santa Clara County Board of Supervisors approval.

##### *Potential Additional Contribution from Google:*

City staff are in discussion with Google regarding the possibility of Google contributing

additional grant funding to help address the funding gap due to higher-than-anticipated construction costs. City staff will continue discussions with Google in hopes of securing additional funds for the project.

### **Policy Implications**

The project is consistent with the City's Comprehensive Plan goals, policies and programs. The advancement of this project is consistent with City policies and previous Council direction and implements one of Council's Infrastructure Plan projects.

### **Timeline**

Following Council approval of the construction contract, staff anticipates completing construction in 18 months. Construction is expected to begin in December 2019 and be completed by May 2021.

### **Environmental Review**

The Highway 101 Pedestrian/Bicycle Overcrossing Project is funded from local, state and federal sources. Pursuant to CEQA, an Initial Study and Mitigated Negative Declaration (IS/MND) was adopted by Council Resolution on November 27, 2017. Because the project involves federal funding, the project was also evaluated under the National Environmental Policy Act (NEPA), and a Categorical Exclusion under NEPA was completed in December 2017 and re-validated in February 2019.

### **Attachments:**

- Attachment A: Construction Management Contract
- Attachment B: Santa Clara County Grant Agreement
- Attachment C: Bid Summary

**CITY OF PALO ALTO CONTRACT NO. C20175214**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**THE CITY OF PALO ALTO AND**

**ZOON ENGINEERING, INC.**

This Professional Services Agreement (this “Agreement”) is entered into as of the 4<sup>th</sup> day of November, 2019, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **ZOON ENGINEERING, INC.**, a California corporation, Department of Industrial Relations registration number 1000013707, located at 3960 Adeline Street, # 3 Emeryville, CA 94608 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

- A. CITY intends to build the Highway 101 Pedestrian/Bicycle Overpass project (“Project”) and desires to engage a consultant to provide construction management and materials testing and inspection services in connection with the Project (“Services”).
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, entitled “SCOPE OF SERVICES”.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of



all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

### **SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through December 31, 2021 unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, entitled “SCHEDULE OF PERFORMANCE”. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (also referred to herein as the “Basic Services”), and any reimbursable expenses specified in Exhibit “C”, entitled “COMPENSATION”, shall not exceed **One Million Five Hundred Forty Nine Thousand Eight Hundred Sixty Five Dollars (\$1,549,865)**. CONSULTANT agrees to complete all Basic Services, including any specified reimbursable expenses, within this amount. In the event Additional Services (defined below) are authorized, the total compensation for Basic Services, Additional Services and any specified reimbursable expenses shall not exceed **One Million Seven Hundred Four Thousand Eight Hundred Fifty One Dollars (\$1,704,851)**. The applicable schedule of rates is set out at Exhibit “C”. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. “Additional Services” shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates set forth in Exhibit “C”. If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall email all invoices to the City’s Project Manager at [pweinvoices@CityofPaloAlto.org](mailto:pweinvoices@CityofPaloAlto.org). The City will generally process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors/subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the Project design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

**SECTION 12. SUBCONTRACTING.**

**Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

**Option B: Subcontracts Authorized:** Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

1. Park Engineering Inc.: 372 Village Square, Orinda, CA 94563, DIR Registration # 1000013759

2. Alta Vista Solutions: 3260 Blume Drive, Suite 500, Richmond, CA 94086, DIR Registration # 1000039755

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation of subconsultants. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the City Manager or designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Saeed Shahmirzai as the Resident Engineer/Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and Nabil Hissen as the project Principal to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the CONSULTANT's Project Manager, project Principal, or any other key CONSULTANT personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's Project Manager is Megha Bansal, Public Works Department, Engineering Division, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone:650-329-2693, email: [Megha.Bansal@CityofPaloAlto.org](mailto:Megha.Bansal@CityofPaloAlto.org) . The CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate CITY Project Manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no

representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, including without limitation California Civil Code 2728.8, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") to the extent that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. In no event shall the cost to defend and/or indemnify charged to the Consultant hereunder exceed the Consultant's proportionate percentage of fault, in accordance with California Civil Code section 2782.8. However, notwithstanding the previous sentence, in the event one or more defendants in any such Claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other such party or parties regarding unpaid defense costs, in accordance with California Civil Code section 2782.8.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall

survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D", entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

**SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior

written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, 25 and 27.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

## **SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY:                      Office of the City Clerk  
    City of Palo Alto  
    Post Office Box 10250  
    Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director  
    at the address of CONSULTANT recited above

## **SECTION 21. CONFLICT OF INTEREST.**

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.**

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

## **SECTION 25. NON-APPROPRIATION**

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

## **SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

**OR**

26.1 **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit “E”, entitled “DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS”, for any contract for public works construction, alteration, demolition, repair or maintenance.



**SECTION 27. MISCELLANEOUS PROVISIONS.**

27.1. This Agreement will be governed by the laws of the State of California without regard to conflict of law provisions.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement referred to herein are, by such reference, incorporated into this Agreement in full and deemed a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

27.9. If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT any personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent. The provisions

of this paragraph shall survive the termination or expiration of this Agreement.

27.10 CONSULTANT understands and agrees that, in connection with this Agreement, the CONSULTANT may have access to proprietary and/or confidential information which may be owned or controlled by the CITY, the disclosure of which to third parties may be damaging to the CITY, its employees or customers/residents. CONSULTANT also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the CONSULTANT to civil liability. Consequently, CONSULTANT agrees that all information disclosed by the CITY to the CONSULTANT shall only be used in the performance of this Agreement, unless disclosure is required by law or court order. CONSULTANT shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. If selected in Section 28 (“Exhibits”), this Agreement is subject to the terms and conditions of the Information Privacy Policy exhibit and the Vendor Cybersecurity Terms and Conditions exhibit. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

27.11 All unchecked boxes do not apply to this Agreement.

27.12 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.13 This Agreement may be signed in multiple counterparts, which, when executed by all the parties, shall together constitute a single binding agreement.

**CONTRACT No. C20175214  
SIGNATURE PAGE**


IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement effective as of the date first above written.

**CITY OF PALO ALTO**

**ZOON ENGINEERING, INC.**

\_\_\_\_\_  
City Manager (Required on contracts over \$85,000)

**Officer 1**

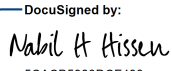
By:   
Name: Saeed Shahmirzai

Title: secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney or designee  
(Required on Contracts over \$25,000)

**Officer 2 (Required for Corp. or LLC)**

By:   
Name: Nabil H Hissen

Title: CEO

**Attachments:**

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "D": INSURANCE REQUIREMENTS
- EXHIBIT "E": DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

## **EXHIBIT “A” SCOPE OF SERVICES**

CONSULTANT (also referred to in this Scope of Services as “Zoon Engineering”) shall provide the Services detailed in this Exhibit “A”.

This scope of services that CONSULTANT will perform includes construction management, contract administration, and materials testing and inspection services for the Highway 101 Pedestrian/Bicycle Overpass Project. All work shall be performed, and work products prepared, in a format and manner customarily anticipated by the California Department of Transportation (Caltrans). Project construction will be completed in accordance with the Local Assistance Procedures Manual (LAPM), Caltrans Construction Manual, Caltrans Standard Plans and Specifications, Caltrans Standard Details, Project Plans and Specifications, and Project Special Provisions of the construction contract for the Project.

All project services and deliverables are to adhere to current Caltrans mandated requirements for project construction of improvements on the freeway/Interstate system and City of Palo Alto requirements. These requirements include adherence to design standards, regulations, policies and procedures for all work on the freeway/Interstate system within State right-of-way at the time of project construction advertisement. The work will comply with current Caltrans Construction Manual mandated requirements for all work on the Interstate system and City of Palo Alto requirements, as applicable. Zoon Engineering (CONSULTANT) shall provide a Resident Engineer (RE), registered in California as a Professional Engineer (PE), to perform a wide range of services outlined in this scope of work, and shall maintain a daily presence on the project site whenever contractor construction activities are taking place. Zoon Engineering shall also coordinate source inspection and field and laboratory testing services.

CONSULTANT shall complete the following tasks:

### **Task 1: Pre-Construction Phase Services**

1. Coordinate, prepare and submit all applicable submittals to Caltrans in compliance with the LAPM and Caltrans Construction Manual and all permitting requirements.
2. Conduct pre-bid conference.
3. Conduct pre-construction conferences. The pre-construction conference may include representatives from City departments, Caltrans, Santa Clara Valley Water District (SCVWD), other key public and private stakeholders, design team, and City contractor.
4. Coordinate and facilitate all project meetings.
5. Prepare agendas and minutes for all project meetings.
6. Coordinate as needed with Caltrans, SCVWD, City staff, utility companies, City contractors, and adjacent public and private property owners.
7. Assist in developing a public outreach program. Zoon will prepare the outreach plan and information prior to the start of the Construction and in advance of any major

construction activities, which may have an impact on the surrounding community such as night work and road closures for City's review, approval and distribution.

8. Issue project status updates via a monthly newsletter, webpage, as needed.
9. Coordinate construction signage as needed, including detours of cyclists/pedestrians

## **Task 2: Construction Phase Services**

### **2.1: Project Management**

1. Coordinate between Contractor and City, Caltrans, design team, and other public and private stakeholders as necessary.
2. Communication with Contractor, City staff and other stakeholders.
3. Coordinate with businesses and residents near the project site as necessary.
4. Monitor compliance with all applicable permitting requirements including local, state and federal standards.
5. Monitor costs and track work progress, invoices and payments
6. Monitor contractor's CPM (Critical Path Method) schedule submittals
7. Coordinate shop drawings review with the City and design engineer. City's design engineer will review key structural elements shop drawings/submittals and structural calculations. Zoon Engineering RE shall review general submittals/shop drawings including, but not limited to:
  - a. Source inspection of prefabricated elements (such as Adobe Creek POC Principal Span and Adobe Creek Bridge Prefabricated Steel Superstructure)
  - b. Welding Procedure Specification (WPS) for all welding
  - c. Concrete formwork and placement plans
  - d. Falsework shop drawings and camber strips
  - e. Bar reinforcing steel shop drawings
  - f. Bridge concrete placement plans
  - g. Concrete Placement Logs
  - h. Inspection Pipe and Reinforcing Cage Coupler Log
  - i. Concrete Placement Logs
  - j. Slurry Test Records
  - k. Methacrylate Public Safety Plans (as Required)
  - l. Methacrylate Airborne Emissions Monitoring (as Required)
  - m. Product Data and Certificates of Compliance
  - n. Manufacturer's Test Reports
  - o. Warranties
  - p. Utility Protection Plans
8. Coordinate Value Engineering Change Proposal (VECP) review and approval
9. Coordinate construction contractor's water pollution control program and Storm Water Pollution Prevention Plan review and approval by the City and Caltrans
10. Perform daily construction inspection
11. Provide document control and record management
  - a. Prepare and submit monthly construction progress report. At a minimum, the report shall contain: work accomplished during the previous month and work planned the following month, updated schedule, contractor work progress and completion percentage in a summary form and graphs, issues, problem areas,

and proposed corrective actions, inspections and survey reporting shall indicate whether the work has or has not performed in conformance with the approved Contract Documents, outstanding issues with deadline-to-resolve by date.

12. Process Contractor payment request for City's review and approval.

## **2.2: Project Administration**

1. Review Contract Documents at 100% completion
2. Participate in meeting conferences
3. Coordinate site meetings with the Contractor and City staff and consultant
4. Prepare and distribute meeting agenda and minutes.
5. Review working days, contract time and document time extensions. Reference is made to LAPM Exhibit 16-A, "Weekly Statement of Working Days"
6. Maintain daily inspector reporting system that records labor hours worked and equipment. The format and level of detail should satisfy Caltrans requirements.
7. Enforce Labor Compliance by preparing Daily Reports and Work Records with required information, monitoring prevailing wage rates, check Certified Payrolls against "Work Records" and conduct labor surveys and interviews in accordance with Caltrans requirements.
8. Ensure contractor adherence to Equal Employment Opportunity (EEO) policy
9. Maintain photographic/video records
10. Monitor construction schedules
11. Track subcontractor's work. Obtain written request from the contractor prior to substituting a subcontractor.
12. Review compliance with Contract Documents.
13. Review and ensure Contractor's weekly submittal of certified payroll, labor compliance, DBE participation and subcontractor utilization.
14. Review required posters and wage rates are displayed at the project site.
15. Monitor environmental compliance with all regulatory permits and mitigation measures.
16. Coordinate review of Contractor's submittals.
17. Coordinate responses to Contractor's request for information (RFI) and either provide information from Contract Documents upon City approval back to the Contractor or route request to City for resolution by Design Engineer.
18. Review Contractor's progress payments
  - a. Progress payment review within five (5) days of receipt.
  - b. Review backup documentation, percent complete, resolve any discrepancies.
  - c. Make recommendations to the City for payment of the payment requests.
  - d. Check source documents for each contract item paid and make sure invoices for federal reimbursement match payments to the contractor.
19. Communicate with Contractor regarding acceptability of work.
20. Monitor and document the Contractor's work for any deviations in scope, schedule, or performance
21. Coordinate the preparation of record drawings (As-Builts) with the Contractor and Design Engineer
22. Implement and manage Source Inspection Quality Management Plan (SIQMP)
23. Provide schedule support including:

- a. Review contractor's baseline submittal
- b. Review contractor's monthly update submittal
- c. Coordinate the development of work around and schedule mitigation plans
- d. Coordinate the development of a combined Express Lanes corridor schedule
- e. Report on various contract progress within Express Lanes corridor and identify areas of concerns

### **2.3: Project Change Order Monitoring and Processing**

1. Review and evaluate contract change order requests
2. Negotiate and recommend contract change orders to the City and Caltrans.
3. Investigate and inspect site conditions that differ from those described in the Contract Documents.
4. Review submittals in support of claims and disputes, and provide recommendations for resolution.
5. Prepare independent estimates of the value of the additional work
6. Process change orders and coordinate response with City's Representative and design consultants
7. Coordinate contract change order approval by City.
8. Analyze Contractor claims and determine merit and adverse impacts if any
9. Process claims according to the contract documents

### **2.4: Field Inspection and Testing**

#### **2.4 A Field Inspection Services**

1. Perform field inspection and other quality control activities including necessary materials testing or special inspections.
2. Review and inspect Contractor's work, including general observation of all elements of the construction, including but not limited to CIDH pile construction, Falsework plan check, Falsework installation and removal, utility relocation, traffic control, structural steel installations, reinforcing steel installation, concrete pours for pile, columns, soffits and decks to ensure conformance with the Contract Documents.
3. Monitor corrective actions taken for work not in compliance with Contract Documents.
4. Provide and submit field inspection diaries.
5. Maintain monthly pay quantity records per contract pay item
6. Tabulate progress quantities and associated payments
7. Maintain digital photos of work in progress
8. Review and approve Contractor's survey layouts
9. Obtain approval for traffic control plans and associated updates from the City and Caltrans
10. Coordinate lane closures with Caltrans and local agencies; administer and track the project COZEEP program per the Caltrans Construction Manual
11. Ensure compliance with contract's detour, lane closure and staging plans
12. Coordinate construction contractor's water pollution control program and Storm Water Pollution Prevention Plan review and approval by the City and Caltrans.
13. Monitor Contractor workplace and public safety activities

**2.4 B Materials Testing Services**

1. Perform materials sampling and testing and special inspections
2. Provide material testing services as required per the project special provisions, QAP, and Chapter 6 of the Caltrans Construction Manual and Caltrans Material Testing Manuals
3. Provide source inspection and material approval documentation for all source inspection.
4. Interface with Caltrans Materials Engineering and Testing Services (METS).
5. Report all testing results and summaries in accordance with Caltrans LAPM, and City standards.

**2.4 C Source Inspection Services**

1. Provide Source Inspection Quality Management Plan (SIQMP) and obtain approval from Caltrans to implement the SIQMP.
2. Perform steel inspections for steel structures and bridges.
3. Provide quality assurance for structural steel including:
  - a. Material identification
  - b. Procedure Qualification Record (PQR)
  - c. Welding witnessing
  - d. Traceability and nondestructive testing
  - e. Coating application
  - f. Non-conformance reviews
  - g. Facility audits
  - h. Testing of bolts and expansion joints.
4. Provide quality assurance for weathering steel including:
  - a. Code enforcement
  - b. Review and approve procedure qualifications records
  - c. Monitor and record pre-heat temperatures to verify compliance with contract requirements
5. Provide risk assessment to determine the level of source inspection needed
6. Verify that adequate off-site quality control is in place
7. Perform verification sampling and testing of representative materials
8. Perform necessary in-person verification inspections
9. Perform nondestructive testing where needed.
10. Provide protocol for documentation and “tagging” of materials between suppliers and for final delivery to the jobsite.

**2.5: Allowance for Additional Testing**

1. Provide for re-testing of materials and work that failed inspections.

**2.6: Public Outreach**

1. Issue project status updates via a monthly newsletter, webpage or other appropriate community notification method.

**Task 3: Post-Construction Services****3.1: Substantial and Final Completion**

1. Provide site inspection to determine compliance with Contract Documents.



2. Prepare punch-list of deficient work and corrective actions.
3. Finalize all contract bid items payment, change orders, and resolution of claims.
4. Recommend to City as to release of payments and retention to Contractor.
5. Review contractor's record drawings, Operations and Maintenance manuals and warranties for completeness and accuracy.
6. Provide final Environmental mitigation report.
7. Prepare the necessary project closeout documentation to meet federal and state requirements and the Contract Documents.
8. Set-up and coordinate contractor-provided training of City staff as required by the Contract Documents for items such as irrigation controllers, electrical items and traffic signals.

### **3.2: Record Compilation and Coordination**

1. Prepare and submit a complete set of organized construction contract documentation.
2. Prepare final construction project report per LAPM.
3. Establishing a record file organized and maintained in a manner that permits inspection by the local agency, Caltrans and FHWA, per LAPM.
4. Obtaining warranty and lien release information from Contractor.
5. File Notice of Completion.
6. Resolve any warranty issues. Return to the site at month 10 of the 12 month warranty period and review operating conditions with City staff in order to identify any outstanding issues related to the project.
7. Deliver final project files for contract administration.

### **ASSUMPTIONS**

1. Hourly rates include all overhead, fringe, and profit unless otherwise noted in Exhibit "C".
2. No allowance for overtime or double shifts has been made. Overtime hours and additional shifts, if necessary, to be determined with specific approval from City as provided for in this Agreement if any such shifts would exceed the relevant not-to-exceed compensation provided in this Agreement.
3. Equipment, supplies, and incidental costs included in labor rates unless otherwise noted in Exhibit "C".
4. Estimate is based on a 18-month construction duration.
5. Escalation for work beyond the term of this Agreement is not accounted for.
6. A field office for consultant's use will be provided by City.
7. [RESERVED BY AGREEMENT OF THE PARTIES.]
8. No work beyond the hours included in the cost proposal to be performed unless specifically approved by the City as provided for in this Agreement.
9. Submittal Reviews cost estimate assumes original and one revision for each submittal (Shop Drawings, WQCP, etc).
10. Pre-Fabrication Meetings and PQR Witnessing cost estimate assumes one revision and two week of welder qualification welding and PQR testing.

11. Source Inspection of Structural Steel Fabrication (Adobe Creek POE) cost estimate assumes 6 months inspections in the shop for the primary structural steel members at 21 days per month.
12. Source Inspection of Other Materials (HS Bolts, Hoops, etc) cost estimate includes inspection and travel and cost for inspection of HS bolts, anchor bolts, hoops, and ST-30 modified bridge railing.
13. Field Inspections by Alta Vista cost estimate assumes one (1) week of as-needed support in the field.
14. SIQMP Compliance, Audit and Closeout Documentation cost estimate includes preparation of monthly SMR Reports, audits & responses, and project closeout.
15. Structure Concrete Mix Design Review cost estimate assumes two mix design submittal and reviews per METS.
16. Structural Backfill sampling and testing cost estimate assumes backfill operations for 3 days a week over 6 weeks with compactions at subgrade, and two lifts of aggregate base material.
17. Portland Cement Concrete sampling and testing cost estimate assumes two trial batch, plus mix renewal with approximately 28 days' worth of concrete pours over an estimated 3 months of structural pours.
18. Estimated costs for sampling and testing of Structural Backfill and Portland Cement Concrete outlined in Items 16 and 17 above, include an allowance for retesting within the time assumptions outlined. It is further assumed that the contractor will be back charged for retesting costs as permitted by the Contract Specifications.

**EXHIBIT “B”  
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed (“NTP”) from the CITY.

Milestones	Completion No. of Weeks From NTP
1. Task 1: Pre-Construction Phase Services	104
2. Task 2: Construction Phase Services	104
3. Task 3: Post-Construction Phase Services	104

**EXHIBIT “C”  
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rates set forth in the budget schedule below up to the not to exceed budget amount for each task set forth below.

The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for Basic Services (defined in Section 4), including any specified reimbursable expenses, and the total compensation for Additional Services, if any, do not exceed the amounts set forth in Section 4 of this Agreement.

The budget schedule table follows on the next page.

**BUDGET SCHEDULE****NOT TO EXCEED AMOUNT**

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate <b>Not-to Exceed</b>
Task 1: Pre-Construction Phase Services	Resident Engineer	60	\$ 198.63	\$ 11,917.89
	Structure Rep. ( <i>subcontractor Park Engineering</i> )	60	\$ 178.19	\$ 10,691.47
	Field Engineer (Structures) ( <i>Park Engineering</i> )	30	\$ 132.15	\$ 3,964.45
	Field Engineer (Roadway)	30	\$ 143.84	\$ 4,315.10
	Office Engineer	60	\$ 79.95	\$ 4,797.29
<b>TOTAL NOT TO EXCEED, TASK 1</b>				<b>\$ 35,686.19</b>
Task 2: Construction Phase Services	Resident Engineer	1800	\$ 198.63	\$ 357,536.59
	Structure Rep. ( <i>Park Engineering</i> )	900	\$ 178.19	\$ 160,372.04
	Field Engineer (Structures) ( <i>Park Engineering</i> )	900	\$ 132.15	\$ 118,933.36
	Field Engineer (Roadway)	1800	\$ 143.84	\$ 258,905.81
	Office Engineer	720	\$ 79.95	\$ 57,567.50
	Materials Testing Allowance ( <i>subcontractor Alta Vista*</i> ) Labor*			\$ 95,761.00
	Reimbursable expenses, materials testing laboratory			\$ 34,239.00
	Source Inspection Allowance ( <i>Alta Vista*</i> ) Labor*			\$ 330,061.00
	Reimbursable expenses, travel & Other Direct Costs			\$ 39,939.00
	<i>Summary, reimbursable expenses (above): \$74,178.00 Consisting of: Materials testing laboratory \$ 34,239.00 (Alta Vista) Travel &amp; Other Direct Costs \$ 39,939.00 (Alta Vista)</i>			
<b>TOTAL NOT TO EXCEED, TASK 2</b>				<b>\$ 1,453,315.30</b>
Task 3: Post- Construction Services	Resident Engineer	100	\$ 198.63	\$ 19,863.14
	Structure Rep. ( <i>Park Engineering</i> )	60	\$ 178.19	\$ 10,691.47
	Field Engineer (Structures) ( <i>Park Engineering</i> )	60	\$ 132.15	\$ 7,928.89
	Field Engineer (Roadway)	100	\$ 143.84	\$ 14,383.66
	Office Engineer	100	\$ 79.95	\$ 7,995.49
<b>TOTAL NOT TO EXCEED, TASK 3</b>				<b>\$ 60,862.65</b>
<b>TOTAL NOT TO EXCEED (TASKS 1 – 3)</b>				<b>\$ 1,549,864.14</b>
<b>Additional Services (per Section 4 of this Agreement) not to exceed</b>				<b>\$ 154,986.00</b>
<b>Maximum Total Compensation not to exceed</b>				<b>\$ 1,704,850.14</b>

**\*Alta Vista labor rates per hour:**

Materials Engineer	\$175	Admin	\$88	Senior Insp./NDT Level II	\$200
Assistant Materials Engineer	\$145	Project Manager	\$235	NDT Level III	\$200
Dispatch (Admin Clerk)	\$88	Senior Materials Engineer	\$195	AWS CWI Inspector	\$125
Roadway Material Tech	\$120	Technical Expert	\$300	ASNT NDT II Senior Insp.	\$145

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, telecommunications, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at cost.

A. Travel outside the San Francisco Bay Area, including transportation and meals, if specified as reimbursable, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges, if specified as reimbursable, will be reimbursed at actual cost.

All requests for reimbursement of expenses shall be accompanied by appropriate backup documentation and information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY's Project Manager.

A breakdown of reimbursable expenses follows in the table commencing on the next page.

## Breakdown of Reimbursable Expenses

Materials Testing Laboratory Expenses		
Classification	Each	Breakdown
<b>Coarse Aggregate Testing</b>		
Los Angeles Rattler CTM 211	4	Assumed two mix designs each with mix renewal, specifications require LA Rattler Testing prior to mix approval
Cleanness Value CTM 227	16	Assumed 16 QA inspections of plant operations (coarse agg.) based on specification testing every 300 cu.yds or each day, whichever is greater over an estimated 3 months.
Sieve Analysis CTM 202	16	
Specific Gravity and Absorption CTM 206	4	Assumed two mix designs each with mix renewal, specifications require specific gravity testing prior to mix approval
<b>Fine Aggregate Testing</b>		
Organic Impurities CTM 213	4	Assumed two mix designs each with mix renewal, specifications requires LA Rattler Testing prior to mix approval
Durability CTM 229	16	Assumed 16 QA inspections of plant operations (fine agg.) based on specification testing of aggregate every 300 cu.yds or each day whichever is greater over an estimated 3 months of structural pours. Assumption of 16 pour operations over a 3 month period
Sand Equivalent CTM 217	16	
Sieve Analysis CTM 202	16	
Specific Gravity and Absorption CTM 207	4	Assumed two mix designs each with mix renewal, specifications require specific gravity testing prior to mix approval
<b>Coarse and Fine Aggregate</b>		
Sodium Sulfate Soundness CTM 214	4	Assumed two mix designs each with mix renewal, each specifications requires soundness testing of aggregate prior to mix approval
Sieve Analysis CTM 202	16	Assumed 16 QA inspections of combined aggregate testing during plant operations, specifications require testing QA testing every 300 cu.yds or each day whichever is greater. Assumptions of 16 pour operations over an estimated 3 months.
<b>Laboratory Concrete Testing</b>		
Compressive Strength of Cylinders (CTM 521)	28	Assumed 2 cylinders per break day at 7 and 28 days over an estimated 7 pour days. Cylinder testing to represent 300 cu.yds or each day of operations whichever is greater.
<b>Verification of Source/Production</b>		
Sieve Analysis CTM 202	16	Assumed 16 QA inspections structural backfill material, specifications require testing 1 every 3,000 tons or 2,000 cu.yds.
Lab testing SE CTM 217	16	Assumed 16 QA inspections structural backfill material, specifications require testing 1 every 3,000 tons or 2,000 cu.yds.
Relative Compaction CTM 216	20	Assumed compaction testing of backfill operations at 3 days a week over 6 weeks with 2 additional retests with each compaction test not representing over 2,000 sq.yds.
<b>Materials Testing Lab. ~ Subtotal Not to Exceed</b>		<b>\$ 34,239.00</b>

(Table continued on the next page.)

**Breakdown of Reimbursable Expenses (Continued)**

<b>Travel &amp; Other Direct Costs (ODC) Expenses</b>		
<b>Classification</b>	<b>Each</b>	<b>Breakdown</b>
<b>PQR Witnessing</b>		
Travel - Air	2	Assume 2 trips for travel of PQR testing, each trip no longer than a week to witness welding and testing of PQR
Travel - Lodging	10	Lodging of PQR testing, 2 trips no longer than a week each for a total of 10 days
Travel - Per Diem	10	Per diem costs assumed for 10 days based on above travel needs
<b>Steel Fabrication (Adobe Creek POE)</b>		
Travel - Air	2	Two trips to witness fabrication of Adobe Creek POE over an estimated 36 weeks
Travel - Lodging	180	Assumed continuous lodging for 25-26 weeks of fabrication at an estimated 180 days total
Travel - Per Diem	180	Per diem costs for estimated 180 days based on above travel needs.
<b>Source Inspection of Other Materials</b>		
Travel - Air	6	Assumed 6 inspections for various materials including HS Bolts, Hoops, Misc Steel, handrails, etc.
Travel - Lodging	18	Assumed trips are 3 days each over 6 assumed trips totaling 18 days of lodging
Travel - Per Diem	18	Per diem costs for estimated 18 days of source inspection for various materials
Travel - Rental Car	18	Estimated rental car cost per day over assumed 18 days of source inspection based on above needs
<b>Travel &amp; ODC ~ Subtotal Not to Exceed</b>		<b>\$ 39,939.00</b>
<b>Reimbursable Expenses ~ Total Not to Exceed: \$</b>		<b>74,178.00</b>

**ADDITIONAL SERVICES**

The CONSULTANT shall provide Additional Services (defined in Section 4) only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's Project Manager's request, shall submit a detailed written proposal including a proposed scope of services, schedule of performance, and maximum compensation, including any reimbursable expenses, for such services based on the rates set forth in this Exhibit C. The Additional Services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of such services. Payment for and performance of Additional Services is subject to all requirements and restrictions in this Agreement.



## EXHIBIT "D" INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

**<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>**

**OR**

**[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)**

**EXHIBIT “E”**  
**DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONSULTANT of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation and CONSULTANT is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONSULTANT and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONSULTANT and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONSULTANT and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

CITY requests CONSULTANT and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONSULTANT and its listed subcontractors shall be subject to a penalty of one hundred

dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONSULTANT.

Inform the project manager of the location of CONSULTANT's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brick Insurance Agency 2975 Treat Blvd., Suite #D-2  Concord CA 94518	<b>CONTACT NAME:</b> Olga Brick <b>PHONE (A/C No. Ext):</b> (925) 687-6262 <b>E-MAIL ADDRESS:</b> brickins@pacbell.net		<b>FAX (A/C, No):</b> (925) 687-6263
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Zoon Engineering, Inc 2727 Lariat Ln  Walnut Creek CA 94596	<b>INSURER A :</b> TRAVELERS PROP CAS CO OF AMERICA		25674
	<b>INSURER B :</b> TRAVELERS PROP CAS CO OF AMERICA		25674
	<b>INSURER C :</b> TRAVELERS 1ST CHOICE		31194
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680 6H128204-19	01/03/2019	01/03/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 4K075342-19	01/03/2019	01/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CUP-3006X790-19	01/03/2019	01/03/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0N723799-19	01/03/2019	01/03/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> Professional Liability			106427000	01/03/2019	01/03/2020	2 Mill Ea Claim 2 Mill Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
If required by written contractual agreement, City of Palo Alto, its council members, officers, agents, and employees shall be additionally insured as per provisions of attached endorsements CGD 381 09 15 and CA T4 20 02 15.

**CERTIFICATE HOLDER      CANCELLATION**

City of Palo Alto  250 Hamilton Avenue Palo Alto CA 94301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---|---|

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:



## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

## COMMERCIAL AUTO

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

PROJECT AGREEMENT TO ADDRESS ALTERNATIVE MITIGATION  
RESULTING FROM THE LOSS OF RECREATIONAL OPPORTUNITIES DUE TO  
DEVELOPMENT RESULTING FROM STANFORD UNIVERSITY'S 2000  
GENERAL USE PERMIT

for

The Highway 101 Pedestrian/Bicycle Overcrossing Project

by and between the County of Santa Clara and the City of Palo Alto

This Project Agreement to Address Alternative Mitigation Resulting from the Loss of Recreational Opportunities Due to Development Resulting from Stanford University's 2000 General Use Permit (this "Project Agreement") is made and entered into between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter referred to as the "County"), and the CITY OF PALO ALTO, a California chartered city and municipal corporation, (hereinafter referred to as the "Project Applicant" or "City").

**RECITALS**

WHEREAS, the Project Applicant submitted an application to the County for funding for the Highway 101 Pedestrian/Bicycle Overcrossing Project, (hereinafter referred to as "Project"), which Project is described in the attached Scope of Work (Exhibit 1);

WHEREAS, the County Board of Supervisors, on November 20, 2012, reviewed the merits of the Project Applicant's proposal and found that the Project will mitigate the significant environmental impacts on the availability of recreational facilities caused by the development authorized under the Stanford University 2000 General Use Permit (GUP);

WHEREAS, the County Board of Supervisors intends to provide grant funding for the Project (the "Grant") to the Project Applicant, as detailed in this Project Agreement;

WHEREAS, the Project Applicant completed an Initial Study and Mitigated Negative Declaration (collectively, "MND") for the Project pursuant to the California Environmental Quality Act ("CEQA") and circulated the MND for public review from September 1, 2017 to October 2, 2017;

WHEREAS, the Project Applicant's City Council adopted the MND, including the Mitigation, Monitoring and Reporting Program for the Project on November 27, 2017;

WHEREAS, the Project Applicant obtained an Encroachment Permit from the State of California Department of Transportation to construct the project improvements within the State Highway 101 right-of-way in the City of Palo Alto on June 11, 2019;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the County and Project Applicant agree as follows:

**SECTION I. PROJECT APPLICANT RESPONSIBILITIES**

1. Project Applicant, at Project Applicant's sole cost and expense (with the exception of the Grant provided by County pursuant to this Project Agreement and any funding provided to Project Applicant by other entities), will perform or cause to be performed in the attached Scope of Work, and the Project Applicant shall act as promptly as practicable and without unreasonable delay with respect to such matters in relation to the Project. In performing the Project, the Project Applicant will:
  - a. Prepare all environmental documents and take all other actions required for approval and completion of the Project pursuant to the California Environmental Quality Act and any rules and/or regulations promulgated thereunder.
  - b. Secure all approvals by government agencies required for completion of the Project.
  - c. Publicly acknowledge the Grant by providing a plaque permanently affixed to the Project, or on a prominent location on the Project site, visible to the public. The acknowledgement credit shall read: "Project made possible in part by funding from the County of Santa Clara." Project Applicant will obtain County review and approval of the plaque/sign with regard to the County acknowledgement credit prior to manufacture and installation. County understands and agrees that County is not the sole funder of this Project and that such plaque may also include reference to other funders of the Project.
  - d. Publicly acknowledge the Grant by giving credit to the County in Project-related materials generated, contributed to or published by Project Applicant for publicity or promotional purposes, including newsletters, brochures, and Project Applicant's internet website(s). Notwithstanding the foregoing, County understands and agrees that Project Applicant is a public entity in its own right, required by California law to conduct its business in compliance with California public meeting and public records laws, and that not every publication that is generated, contributed to or published by Project Applicant regarding the Project may reference the Grant by County, and that Project Applicant will exercise its reasonable discretion in determining whether any Project-related materials that it

generates, contributes to or publishes is for publicity or promotional purposes.

- e. Submit a Project progress report to the County no later than November 1 and May 1 of each year, until the Project is completed and reimbursement received.
- f. Provide any requested documentation about the Project to the County for the County's information before construction work begins in order to assist the County's determination that the Project is consistent with the purposes of mitigating the adverse effect on recreational opportunities for existing or new development approved by the 2000 Stanford University General Use Permit. Notwithstanding the foregoing, County understands and agrees that the Project will be a public work owned by the Project Applicant, and that, except as expressly provided in this Project Agreement, the County shall not have any approval or denial right with regard to the Project, in whole or in part, including without limitation the Project's construction work or the methods, means or timing by which the Project is carried out.
- g. Expend Project Applicant's Cash Contribution toward the Project as identified in the Itemized Project Budget (Exhibit 2).
- h. Make a presentation at a regularly scheduled Board meeting discussing the completed Project within three (3) months of Project completion.

## **2. Capital Contributions by Parties to Project.**

- a. Project Applicant will expend the Grant exclusively for third party expenses arising from services, permits, fees, labor, materials and equipment required for the attached Scope of Work ("Eligible Costs"), and consistent with the attached Itemized Project Budget for completion of the Project. No contribution made by the County shall be used for Project Applicant's internal salary or administrative expenses, including office overhead or expenses.
- b. Project Applicant shall demonstrate expenditure of Project Applicant's Cash Contribution funds toward the Project identified in the attached Itemized Project Budget (Exhibit 2) prior to reimbursement through the Grant. Any additional funds (in addition to the Grant) needed to complete the Project known at the time of the signing of this Project Agreement are identified in the attached Itemized Project Budget.
- c. County recognizes that the Project Budget identified in the attached Itemized Project Budget is an estimate and may include a contingency. To the extent Eligible Costs vary from this budget:

- i. Project budget savings shall inure to the benefit of the County only, subject to any third party funding requirement that the third party share in project savings; and
- ii. Costs between Project elements may be adjusted to reflect actual costs, however material changes (even if there is minor or no change in cost) that would necessitate County funding of a non-mitigation element that the Project Applicant was financing with other funds will not be reimbursed by the County. Project Applicant is solely responsible for expenditures that may exceed the Grant amount.

### **3. Prevailing Wages**

The Project is a public work within the meaning of Labor Code Section 1720, to which the provisions of Labor Code Section 1771 *et seq.* apply. The Project Applicant will comply with all of the applicable provisions of the Labor Code, including, but not limited to, payment or cause payment to be made, or prevailing wages. The Project Applicant will include prevailing wage requirements in all agreements with third parties for work or services needed to complete the Project, in compliance with applicable Labor Code requirements.

## **SECTION II. OPERATION, MAINTENANCE, AND PUBLIC ACCESS**

### **1. Operation and Maintenance**

Upon completion of the Project, the Project Applicant will open the Project to the public, and operate and maintain the Project for the benefit of the public. Ongoing maintenance is solely the responsibility of the Project Applicant.

### **2. Public Access**

The Project Applicant shall provide for continual use of the Project to the public except to the extent required by necessary maintenance, repairs, improvements and/or exigent circumstances, or to the extent Project Applicant determines is necessary in the exercise of its reasonable discretion as a California charter city or is required by municipal, state or federal laws or regulations, or orders of other governmental entities with jurisdiction over the Project, such as, and without limitation, the California Department of Transportation (Caltrans). Any Project closures shall temporary and limited to the time reasonably required to resolve the situation necessitating the closure.

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## **SECTION III. COMPENSATION/REIMBURSEMENT**

### **1. Reimbursement (Grant) Amount**

The County will reimburse the Project Applicant the maximum Grant amount of four million dollars (\$4,000,000) for Eligible Costs. County's obligation to pay is expressly conditioned upon the Project Applicant's demonstrated compliance with all of the conditions of this Project Agreement.

### **2. Invoice Requirements**

Project Applicant shall provide County a detailed, itemized invoice requesting reimbursement of Eligible Costs containing information noted below. No advances will be made. If a submitted reimbursement request is not complete, the County will return the reimbursement request with deficiencies noted. The County, in its sole discretion, may pay the part of the reimbursement request that is complete, or decline payment until the reimbursement request is complete. All reimbursement requests shall include the following information:

- a. A letter itemizing Eligible Costs being claimed for reimbursement. Itemizations shall clearly show the relationship between the Eligible Cost and the matters listed in the attached Itemized Project Budget.
- b. Clear copies of invoices that are for the Project and addressed to the Project Applicant.
- c. Evidence that all invoices have been paid. For example, a clear copy of the front side of the check or warrant issued to pay said invoices, or a receipt evidencing such payment. Account statements will not be accepted.
- d. Evidence that Project Applicant's Cash Contribution identified in the recitals was provided and expended.
- e. A report on the status of the Project, which shall include construction inspection reports.

Project Applicant may submit requests for reimbursement any time that it has claimable expenditures exceeding a minimum of \$1,000. However, Project Applicant shall send the County reimbursement requests on a quarterly basis when it has claimable expenditures during that quarter that exceed \$1,000. The quarterly submittal dates are January 1, April 1, July 1, and October 1.

Requests for final payment of the County contribution (Grant) shall include:

- (1) At least six (6) different photos of the Project; and

- (2) Demonstration of compliance with the acknowledgement required under Section I, item 1(c) (a photograph of the installed sign will suffice); and
- (3) A statement of how each one of the conditions noted in Section I, item (g) have been met.

If the reimbursement request is satisfactory, the County will provide payment to the Project Applicant within 30 days.

The County shall have received Project Applicant's requests for reimbursement within the Term of this Project Agreement set forth in Section V or any written extension thereof. Upon expiration of the Term of this Project Agreement, the Grant will revert to the County for reprogramming unless the Project Applicant has requested an extension to the Term of the Project Agreement at least 30 days prior to expiration of the Term of the Project Agreement and the Board of Supervisors has approved the extension. It is the Project Applicant's responsibility to keep track of the expiration of the Term of this Project Agreement and to ensure that the Project is completed and reimbursements submitted in advance of the Project Agreement's expiration date.

### **3. Project Records, County Audit and Inspection**

Project Applicant shall maintain Project records (including paper and electronic media, as appropriate) showing compliance with all aspects of this Project Agreement for three (3) years after completion of the Project or until all claims are settled, whichever occurs last. All Project records shall be available to County within five (5) working days of County's reasonable notice. If the County determines that the Project Applicant used the Grant for ineligible costs, or that other material terms of the Project Agreement were breached, County may take any authorized actions under this Project Agreement and require the Project Applicant to repay the Grant, with interest at the rate earned on the County's investments, and the cost of the audit.

In addition to an audit of Project records, County staff shall have reasonable access to the Project during business hours any time during construction (except as may be required in relation to safety concerns at the City's sole and reasonable discretion), and, following completion of the Project, during business hours following reasonable notice by County. County personnel will follow any required safety protocols during construction.

### **SECTION IV. INDEMNIFICATION AND INSURANCE**

Project Applicant shall agree to the indemnification requirements set forth in the attached Exhibit 4—Insurance Requirements for Grant Agreement. During the construction phase, the Project Applicant, at its sole cost and expense, shall provide the insurance set forth in the attached Exhibit 4—Insurance Requirements for Grant Agreement. Per Exhibit 3 — Current Certificate of Insurance, Project Applicant shall attach its insurance certificate to all three copies of Project Agreement when submitting its signed Agreement to the County for execution.



**SECTION V. TERM OF PROJECT AGREEMENT/EXTENSIONS**

**1. Term**

This Project Agreement shall become effective upon the last date of its full execution by the parties and shall remain effective for five years or until completion of the Project (defined as the filing by the City with the County of a Notice of Completion for the Project) and reimbursement by the County, whichever occurs first (the “Term”).

**2. Extension**

The Board of Supervisors may approve an extension of the Term of this Project Agreement. To allow sufficient time for processing the request, the Project Applicant shall make a written request for the extension at least 30 days prior to the expiration of the Term of the Project Agreement. Any extension shall be executed in accordance with subdivision 1 (“Complete Agreement; Amendment”) of Section VIII (“Miscellaneous”) of this Project Agreement.

**SECTION VI. PROJECT APPLICANT AUTHORIZED SIGNATURE(S)**

The City Manager has been authorized to execute this Project Agreement on behalf of the Project Applicant.

**SECTION VII. NOTICES**

Any notices provided pursuant to this Project Agreement shall be sent by regular mail to the respective parties addressed as follows:

**COUNTY OF SANTA CLARA:**

Sylvia M. Gallegos  
Deputy County Executive  
County of Santa Clara  
Office of the County Executive  
Eleventh Floor – East Wing  
70 West Hedding Street  
San Jose, California 95110

**CITY OF PALO ALTO:**

Brad Eggleston  
Director of Public Works  
City of Palo Alto  
250 Hamilton Avenue, 6<sup>th</sup> Floor  
Palo Alto, CA 94301

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## **SECTION VIII. MISCELLANEOUS**

### **1. Complete Agreement; Amendment**

This Project Agreement, including attachments incorporated under subsection 2 (Exhibits) below, constitutes the complete agreement between the parties and supersedes all prior written and oral understandings. No modifications or amendments of this Agreement will be binding on either party unless executed in writing by the authorized representatives of the parties and approved as required under applicable law.

### **2. Exhibits**

The exhibits listed below are substantive portions of this Project Agreement and are hereby attached to and incorporated into this Project Agreement by this reference as though fully set forth herein:

- Exhibit 1 – Scope of Work
- Exhibit 2 – Itemized Project Budget
- Exhibit 3 – Current Certificate of Insurance
- Exhibit 4 – Insurance Requirements for Grant Agreement

### **3. No Real Property Interest**

The parties expressly understand and agree that this Project Agreement does not in any way whatsoever grant or convey any permanent easement, fee or any other interest in a party's real property to the other party.

### **4. Incorporation of Recitals.**

The recitals set forth at the top of this Project Agreement are hereby incorporated into this Project Agreement in full by this reference as though fully set forth herein.

### **5. Non-Waiver of Rights**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

### **6. Severability**

Should the application of any provision of this Project Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Project Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed

without further action by the parties to the extent necessary to make such provision valid and enforceable.

**7. Contract Execution**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the duly authorized representative of each party hereto has executed this Agreement, effective as of the last date of execution shown below.

COUNTY OF SANTA CLARA

CITY OF PALO ALTO

\_\_\_\_\_  
S. Joseph Simitian, President  
Board of Supervisors

\_\_\_\_\_  
Ed Shikada, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

\_\_\_\_\_  
Megan Doyle, Clerk of the Board

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

MOLLY S. STUMP  
CITY ATTORNEY

\_\_\_\_\_  
Lizanne Reynolds  
Deputy County Counsel

By: \_\_\_\_\_  
Cassie Coleman, Assistant City Attorney

**Exhibit 1**  
**SCOPE OF WORK**  
**GENERAL PROJECT DESCRIPTION**  
**ITEMIZED SCOPE OF WORK BEING FUNDED BY GRANT**

The Project Applicant shall:

Complete the Highway 101 Bicycle/Pedestrian Overcrossing Project that includes engineering, design, permitting and construction of a new, year-round, grade-separated, shared bicycle and pedestrian crossing over Highway 101 and Adobe Creek, and the Adobe Creek Reach Trail. The project will improve connectivity to the Palo Alto Baylands Nature Preserve, East and West Bayshore Road neighborhoods and businesses, and the regional San Francisco Bay Trail network.

All work will be performed to meet the terms of the Agreement and any conditions noted therein.

<b>Phase</b>	<b>Task</b>	<b>Project Applicant (and Other Non-County) Sources</b>	<b>County Grant Funds</b>	<b>Total Budget</b>
1. Preliminary Design and Environmental Assessment (complete)	<ul style="list-style-type: none"> <li>• Preliminary Design</li> <li>• Environmental review and assessment</li> <li>• Public outreach</li> <li>• Stakeholders coordination</li> </ul>	\$2,300,000	\$0	\$2,300,000
2. Final Design and Permitting (complete)	<ul style="list-style-type: none"> <li>• Final design and construction documents</li> <li>• Permitting and coordination, right-of-way certification, and encroachment permit</li> </ul>	\$1,100,000	\$0	\$1,100,000
3. Bidding and Construction Administration (planned)	<ul style="list-style-type: none"> <li>• Bidding and construction administration</li> </ul>	\$2,000,000	\$0	\$2,000,000
4. Construction (planned)	<ul style="list-style-type: none"> <li>• Construction of bridge, related improvements (see Exhibit 2 for additional detail)</li> </ul>	\$7,000,000	\$4,000,000	\$11,000,000
<b>Total Project Budget</b>		<b>\$12,400,000</b>	<b>\$4,000,000</b>	<b>\$16,400,000</b>

**Exhibit 2**  
**ITEMIZED PROJECT BUDGET**  
**CORRESPONDING WITH THE SCOPE OF WORK**

<b>WORK TO BE PERFORMED</b>	<b>PROJECT APPLICANT (AND OTHER NON-COUNTY SOURCE) CASH CONTRIBUTION</b>	<b>COUNTY GRANT</b>	<b>TOTAL</b>
1. Preliminary Design and Environmental Assessment (complete)	\$2,300,000	\$0	\$2,300,000
2. Final Design and Permitting (complete)	\$1,100,000	\$0	\$1,100,000
3. Bidding and Construction Administration (planned)	\$2,000,000	\$0	\$2,000,000
4. Construction: Construction of the bridge structure including pedestrian overcrossing, approach structures, retaining walls, Adobe Creek Bridge at Adobe and Barron creeks confluence, and associated structural, architectural, and civil, electrical, lighting, landscaping, and other miscellaneous construction improvements (planned)	\$7,000,000	\$4,000,000	\$11,000,000
<b>TOTAL PROJECT AMOUNTS</b>	<b>\$12,400,000</b>	<b>\$4,000,000</b>	<b>\$16,400,000</b>

**Exhibit 3**

**CURRENT CERTIFICATE OF INSURANCE**

The Project Applicant shall provide evidence of meeting the insurance requirements as shown in the County's Insurance Requirements for Grant Agreement (Exhibit 4) attached.

The Project Applicant shall attach insurance certificate to all three copies of Project Agreement when submitting their signed Agreement to the County for execution.

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**Exhibit 4**  
**INSURANCE REQUIREMENTS FOR**  
**GRANT AGREEMENT**

Indemnity

To the fullest extent allowed by law, the Project Applicant shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Project Applicant and/or its agents, employees or sub-Grantees, excepting only loss, injury or damage caused by the sole or active negligence or willful misconduct of personnel employed by the County or authorized agents of the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Grantee shall reimburse the County for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Project Applicant is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Project Applicant's indemnification of the County, the Project Applicant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Project Applicant shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Project Applicant upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Project Applicant shall not receive the Grant Award under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Project Applicant.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products/Completed Operations aggregate - \$2,000,000
  - d. Personal Injury - \$1,000,000
  
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
  
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not



contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Project Applicant shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Project Applicant or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Project Applicant and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Project Applicant pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Project

Applicant. However, this shall not in any way limit liabilities assumed by the Project Applicant under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Project Applicant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Project Applicant shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Project Applicant may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Project Applicant in the event of material noncompliance with the insurance requirements outlined above.

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*Risk Management and Safety*  
TEL: (650) 329.2294  
FAX: (650) 329-2396

September 10, 2019

Sylvia M. Gallegos, Deputy County Executive  
County of Santa Clara  
Office of the County Executive  
Eleventh Floor – East Wing  
70 West Hedding Street  
San Jose, California 95110

**RE: Highway 101 Pedestrian/Bicycle Overcrossing Project by and  
between the County of Santa Clara and the City of Palo Alto**

Dear Ms. Gallegos,

The City of Palo Alto is self-insured for liability exposure, including equitable and contractual indemnity under the terms of the proposed agreement, up to \$1 million. Excess insurance is provided by the Authority of California Cities Excess Liability (ACCEL). Attached is certificate of insurance in accordance with the Agreement between the City of Palo Alto and the County of Santa Clara for the Highway 101 Pedestrian/Bicycle Overcrossing Project.

The City of Palo Alto is self-insured for Workers Compensation (as recognized by the Director of Industrial Relations, Certificate #7102) and such insurance is afforded to all employees of the City of Palo Alto included in the agreement.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Sandra Blanch  
Assistant Director, HR and Risk Management

cc: Megha Bansal

WC-3026	<b>CERTIFICATE OF COVERAGE</b>	09/04/2019
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**CSAC Excess Insurance Authority**

**C/O ALLIANT INSURANCE SERVICES, INC.  
PO BOX 6450  
NEWPORT BEACH, CA 92658-6450**

PHONE (949) 756-0271 / FAX (619) 699-0901  
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

**Member:**  
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL) CITY OF PALO ALTO  
ATTN: SANDRA BLANCH, RISK MANAGER  
250 HAMILTON AVE.  
PALO ALTO, CA 94303

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Difference between Statutory and Member's \$750,000 Retention  EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN CITY OF PALO ALTO AND SANTA CLARA COUNTY FOR THE HIGHWAY 101 PEDESTRIAN/BICYCLE OVERCROSSING PROJECT.

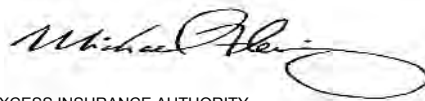
**Certificate Holder**

SANTA CLARA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE  
ELEVENTH FL - EAST WING  
70 W HEDDING ST  
SAN JOSE, CA 95110

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY  
EXCESS WORKERS' COMPENSATION PROGRAM  
2019/2020 SCHEDULE OF INSURERS**

**AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL) CITY OF PALO ALTO**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-04	<p>Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)</p> <p>Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)</p>
Liberty Insurance Corporation	EW7-64N-444785-019	Statutory each accident/each employee for disease excess of \$50,000,000

# CERTIFICATE OF COVERAGE

Attachment #  
DATE (MM/DD/YYYY)  
9/3/2019

**PRODUCER**

Alliant Insurance Services, Inc.  
100 Pine Street, 11th floor  
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

**NAMED COVERED PARTY**

ACCEL - City of Palo Alto  
250 Hamilton Avenue  
Palo Alto CA 94301

**PROGRAM AFFORDING COVERAGE**

A: ACCEL

B:

C:

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>OTHER</b> Public Entity Liability	ACC1920PAL171	7/1/2019	7/1/2020	\$1,000,000 \$1,000,000	Per Occ S.I.R.
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS**

If required by written contract with the Named Covered Party, County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively are covered as Additional Covered Parties as respects the Highway 101 Pedestrian/Bicycle Overcrossing Project.

Auto Liability is included.

Subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER**

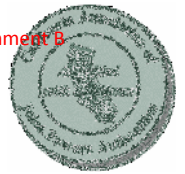
County of Santa Clara Office of the County Executive  
Eleventh Floor - East Wing  
70 West Hedding Street  
San Jose CA 95110

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE





[www.accelpool.org](http://www.accelpool.org)

### AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL) A JOINT POWERS AUTHORITY EXCESS LIABILITY COVERAGE

#### ADDITIONAL COVERED PARTY ENDORSEMENT

It is understood and agreed that in accordance with Section III. WHO IS A COVERED PARTY paragraph D. that the following person or organization named below is included as an additional covered party for Bodily Injury and Property Damage, but only with respect to facilities or personal property owned by such person or organization and used by the Member Agency or for liability arising out of operations performed by or on behalf of the Member Agency for such person or organization so designated.

<i>Additional Covered Party</i>	<i>Limit of Liability</i>	<i>Description of Activity or Location of Facilities Used</i>
County of Santa Clara Office of the County Executive	\$ 1,000,000	If required by written contract with the Named Covered Party, County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively are covered as Additional Covered Parties as respects the Highway 101 Pedestrian/Bicycle Overcrossing Project. Auto Liability is included. Subject to policy terms, conditions and exclusions.

Notwithstanding any requirement, term or condition of any contract or agreement to which this coverage may apply, the coverage afforded an additional covered party shall be subject to all the terms, exclusions and conditions of this Memorandum of Excess Liability Coverage (07/19) as otherwise applicable.

This endorsement is part of the Memorandum of Excess Liability Coverage (07/19) and is effective on the date shown below.

All other terms and conditions remain unchanged.

Policy Period: July 1, 2019 to July 1, 2020

Member Agency: City of Palo Alto

Endorsement No.: 1920-PAL-028

Issued to: County of Santa Clara Office of the County Executive  
Eleventh Floor - East Wing  
70 West Hedding Street  
San Jose, CA 95110

Date Issued: September 3, 2019

Authorized Representative for ACCEL  
Alliant Insurance Services, Inc.

**BID SUMMARY**

**HIGHWAY 101 PEDESTRIAN/BICYCLE OVERPASS PROJECT (PE-11011)**  
**FEDERAL PROJECT NO. CML-5100(027)**

Project Locator: 04-SCL-101-50.7  
 Agency: City of Palo Alto  
 IFB Issuance Date: 08/14/2019  
 IFB Due Date: 10/02/2019  
 Location: Santa Clara County, Palo Alto

**BASE BID**

BID ITEM	DESCRIPTION, WITH UNIT PRICE IN WORDS	UNIT	APPROX. QTY.	Engineer's Estimate		Granite Construction		MCM Construction		McGuire and Hester	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TEMPORARY FENCE (TYPE ESA)	LF	663	\$ 6.50	\$ 4,309.50	\$ 10.00	\$ 6,630.00	\$ 5.00	\$ 3,315.00	\$ 8.00	\$ 5,304.00
2	NOISE MONITORING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00
3	STRUCTURE EXCAVATION (APPROACH STRUCTURE)	CY	106	\$ 75.00	\$ 7,950.00	\$ 300.00	\$ 31,800.00	\$ 200.00	\$ 21,200.00	\$ 175.00	\$ 18,550.00
4	STRUCTURE EXCAVATION (BRIDGE)	CY	412	\$ 110.00	\$ 45,320.00	\$ 300.00	\$ 123,600.00	\$ 583.00	\$ 240,196.00	\$ 300.00	\$ 123,600.00
5	STRUCTURE EXCAVATION (RETAINING WALL)	CY	91	\$ 75.00	\$ 6,825.00	\$ 300.00	\$ 27,300.00	\$ 180.00	\$ 16,380.00	\$ 400.00	\$ 36,400.00
6	STRUCTURE EXCAVATION (TYPE Y-1) (ADL)	CY	285	\$ 50.00	\$ 14,250.00	\$ 200.00	\$ 57,000.00	\$ 200.00	\$ 57,000.00	\$ 385.00	\$ 109,725.00
7	STRUCTURE BACKFILL (APPROACH STRUCTURE)	CY	120	\$ 60.00	\$ 7,200.00	\$ 250.00	\$ 30,000.00	\$ 200.00	\$ 24,000.00	\$ 100.00	\$ 12,000.00
8	STRUCTURE BACKFILL (BRIDGE)	CY	348	\$ 110.00	\$ 38,280.00	\$ 250.00	\$ 87,000.00	\$ 200.00	\$ 69,600.00	\$ 125.00	\$ 43,500.00
9	STRUCTURE BACKFILL (RETAINING WALL)	CY	447	\$ 60.00	\$ 26,820.00	\$ 250.00	\$ 111,750.00	\$ 160.00	\$ 71,520.00	\$ 125.00	\$ 55,875.00
10	36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,270	\$ 500.00	\$ 635,000.00	\$ 300.00	\$ 381,000.00	\$ 600.00	\$ 762,000.00	\$ 400.00	\$ 508,000.00
11	60" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	558	\$ 900.00	\$ 502,200.00	\$ 900.00	\$ 502,200.00	\$ 1,400.00	\$ 781,200.00	\$ 1,200.00	\$ 669,600.00
12	72" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	256	\$ 1,600.00	\$ 409,600.00	\$ 1,500.00	\$ 384,000.00	\$ 1,985.00	\$ 508,160.00	\$ 1,800.00	\$ 460,800.00
13	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	146	\$ 500.00	\$ 73,000.00	\$ 800.00	\$ 116,800.00	\$ 715.00	\$ 104,390.00	\$ 750.00	\$ 109,500.00
14	STRUCTURAL CONCRETE, APPROACH STRUCTURE	CY	104	\$ 650.00	\$ 67,600.00	\$ 1,450.00	\$ 150,800.00	\$ 1,200.00	\$ 124,800.00	\$ 2,500.00	\$ 260,000.00
15	STRUCTURAL CONCRETE, BRIDGE	CY	216	\$ 1,200.00	\$ 259,200.00	\$ 3,500.00	\$ 756,000.00	\$ 2,000.00	\$ 432,000.00	\$ 2,500.00	\$ 540,000.00
16	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	633	\$ 1,000.00	\$ 633,000.00	\$ 850.00	\$ 538,050.00	\$ 2,500.00	\$ 1,582,500.00	\$ 2,500.00	\$ 1,582,500.00
17	STRUCTURAL CONCRETE, MISCELLANEOUS STRUCTURES	CY	7	\$ 650.00	\$ 4,550.00	\$ 2,000.00	\$ 14,000.00	\$ 6,500.00	\$ 45,500.00	\$ 10,000.00	\$ 70,000.00
18	STRUCTURAL CONCRETE, RETAINING WALL	CY	171	\$ 650.00	\$ 111,150.00	\$ 1,500.00	\$ 256,500.00	\$ 800.00	\$ 136,800.00	\$ 1,500.00	\$ 256,500.00
19	DIAPHRAGM BOLSTER	EA	7	\$ 2,000.00	\$ 14,000.00	\$ 6,500.00	\$ 45,500.00	\$ 4,350.00	\$ 30,450.00	\$ 15,000.00	\$ 105,000.00
20	LIGHTWEIGHT CONCRETE (POLYMER FIBER)	CY	101	\$ 1,000.00	\$ 101,000.00	\$ 1,250.00	\$ 126,250.00	\$ 1,300.00	\$ 131,300.00	\$ 2,000.00	\$ 202,000.00
21	ARCHITECTURAL TREATMENT	SQFT	4,048	\$ 15.00	\$ 60,720.00	\$ 23.00	\$ 93,104.00	\$ 18.00	\$ 72,864.00	\$ 12.00	\$ 48,576.00
22	JOINT SEAL (MR 1")	LF	52	\$ 65.00	\$ 3,380.00	\$ 300.00	\$ 15,600.00	\$ 110.00	\$ 5,720.00	\$ 150.00	\$ 7,800.00
23	JOINT SEAL (MR 1-1/2")	LF	13	\$ 80.00	\$ 1,040.00	\$ 550.00	\$ 7,150.00	\$ 120.00	\$ 1,560.00	\$ 200.00	\$ 2,600.00
24	JOINT SEAL (MR 2")	LF	13	\$ 110.00	\$ 1,430.00	\$ 650.00	\$ 8,450.00	\$ 135.00	\$ 1,755.00	\$ 225.00	\$ 2,925.00
25	BAR REINFORCING STEEL (BRIDGE)	LB	446,698	\$ 1.25	\$ 558,372.50	\$ 1.50	\$ 670,047.00	\$ 1.20	\$ 536,037.60	\$ 1.40	\$ 625,377.20
26	BAR REINFORCING STEEL (RETAINING WALL)	LB	18,580	\$ 1.50	\$ 27,870.00	\$ 2.00	\$ 37,160.00	\$ 1.50	\$ 27,870.00	\$ 1.35	\$ 25,083.00
27	BAR REINFORCING STEEL (APPROACH STRUCTURE)	LB	13,124	\$ 1.25	\$ 16,405.00	\$ 2.00	\$ 26,248.00	\$ 1.50	\$ 19,686.00	\$ 1.40	\$ 18,373.60
28	BAR REINFORCING STEEL (MISCELLANEOUS STRUCTURES)	LB	801	\$ 1.25	\$ 1,001.25	\$ 2.00	\$ 1,602.00	\$ 2.00	\$ 1,602.00	\$ 1.10	\$ 881.10
29	HEADED BAR REINFORCEMENT	EA	112	\$ 20.00	\$ 2,240.00	\$ 75.00	\$ 8,400.00	\$ 40.00	\$ 4,480.00	\$ 34.00	\$ 3,808.00
30	FURNISH STRUCTURAL STEEL	LB	189,600	\$ 7.00	\$ 1,327,200.00	\$ 5.00	\$ 948,000.00	\$ 3.25	\$ 616,200.00	\$ 3.75	\$ 711,000.00
31	ERECT STRUCTURAL STEEL	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 550,000.00	\$ 550,000.00	\$ 250,000.00	\$ 250,000.00	\$ 325,000.00	\$ 325,000.00
32	METAL DECKING	SQFT	3,420	\$ 20.00	\$ 68,400.00	\$ 40.00	\$ 136,800.00	\$ 8.00	\$ 27,360.00	\$ 24.50	\$ 83,790.00
33	FURNISH PREFABRICATED STEEL PRATT TRUSS	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 250,000.00	\$ 250,000.00	\$ 290,000.00	\$ 290,000.00	\$ 215,000.00	\$ 215,000.00
34	ERECT PREFABRICATED STEEL PRATT TRUSS	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 65,000.00
35	POLYESTER CONCRETE DIKE	LF	91	\$ 65.00	\$ 5,915.00	\$ 200.00	\$ 18,200.00	\$ 210.00	\$ 19,110.00	\$ 220.00	\$ 20,020.00
36	PLACE POLYESTER CONCRETE OVERLAY	SQFT	495	\$ 50.00	\$ 24,750.00	\$ 50.00	\$ 24,750.00	\$ 50.00	\$ 24,750.00	\$ 48.00	\$ 23,760.00



BID ITEM	DESCRIPTION, WITH UNIT PRICE IN WORDS	UNIT	APPROX. QTY.	Engineer's Estimate		Granite Construction		MCM Construction		McGuire and Hester	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
37	FURNISH POLYESTER CONCRETE OVERLAY	CF	83	\$ 160.00	\$ 13,280.00	\$ 100.00	\$ 8,300.00	\$ 85.00	\$ 7,055.00	\$ 80.00	\$ 6,640.00
38	BRIDGE REMOVAL (PORTION)	LS	1	\$ 26,500.00	\$ 26,500.00	\$ 100,000.00	\$ 100,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00
39	MISCELLANEOUS METAL (RESTRAINER - BAR TYPE)	LB	1,551	\$ 10.00	\$ 15,510.00	\$ 20.00	\$ 31,020.00	\$ 20.00	\$ 31,020.00	\$ 22.00	\$ 34,122.00
40	GEOCOMPOSITE DRAIN	SQFT	1,174	\$ 3.50	\$ 4,109.00	\$ 15.00	\$ 17,610.00	\$ 30.00	\$ 35,220.00	\$ 25.00	\$ 29,350.00
41	WELDED STEEL PIPE CASING (BRIDGE)	LF	26	\$ 180.00	\$ 4,680.00	\$ 350.00	\$ 9,100.00	\$ 400.00	\$ 10,400.00	\$ 250.00	\$ 6,500.00
42	REMOVE CONCRETE (CHANNEL)	CY	62	\$ 400.00	\$ 24,800.00	\$ 300.00	\$ 18,600.00	\$ 90.00	\$ 5,580.00	\$ 300.00	\$ 18,600.00
43	CONCRETE (CHANNEL LINING)	CY	8	\$ 620.00	\$ 4,960.00	\$ 700.00	\$ 5,600.00	\$ 1,560.00	\$ 12,480.00	\$ 1,800.00	\$ 14,400.00
44	MISCELLANEOUS METAL (BRIDGE)	LB	726	\$ 18.00	\$ 13,068.00	\$ 30.00	\$ 21,780.00	\$ 36.00	\$ 26,136.00	\$ 14.00	\$ 10,164.00
45	ANTI-GRAFFITI COATING	SQFT	5,807	\$ 2.00	\$ 11,614.00	\$ 3.00	\$ 17,421.00	\$ 6.50	\$ 37,745.50	\$ 3.00	\$ 17,421.00
46	INFORMATIONAL/ EDUCATION SIGN PANEL	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	\$ 900.00	\$ 2,700.00	\$ 1,400.00	\$ 4,200.00
47	INSTALL ARTIST SEATING ELEMENTS	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 5,000.00	\$ 15,000.00	\$ 1,500.00	\$ 4,500.00	\$ 500.00	\$ 1,500.00
48	MIDWEST GUARDRAIL SYSTEM	LF	31	\$ 100.00	\$ 3,100.00	\$ 300.00	\$ 9,300.00	\$ 260.00	\$ 8,060.00	\$ 280.00	\$ 8,680.00
49	HAND RAILING (SS)	LF	276	\$ 120.00	\$ 33,120.00	\$ 165.00	\$ 45,540.00	\$ 160.00	\$ 44,160.00	\$ 175.00	\$ 48,300.00
50	POST-MOUNTED HAND RAILING (SS)	LF	153	\$ 160.00	\$ 24,480.00	\$ 450.00	\$ 68,850.00	\$ 420.00	\$ 64,260.00	\$ 180.00	\$ 27,540.00
51	STEEL RAILING (4 FEET)	LF	1,556	\$ 160.00	\$ 248,960.00	\$ 465.00	\$ 723,540.00	\$ 460.00	\$ 715,760.00	\$ 228.00	\$ 354,768.00
52	STEEL RAILING (8 FEET)	LF	693	\$ 240.00	\$ 166,320.00	\$ 720.00	\$ 498,960.00	\$ 645.00	\$ 446,985.00	\$ 265.00	\$ 183,645.00
53	INSTALL ARTIST RAILING	LF	30	\$ 140.00	\$ 4,200.00	\$ 160.00	\$ 4,800.00	\$ 200.00	\$ 6,000.00	\$ 40.00	\$ 1,200.00
54	31" INLINE END TREATMENT	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 6,700.00	\$ 6,700.00	\$ 6,400.00	\$ 6,400.00	\$ 7,000.00	\$ 7,000.00
55	CALIFORNIA ST-30 BRIDGE RAIL (MODIFIED)	LF	98	\$ 730.00	\$ 71,540.00	\$ 1,450.00	\$ 142,100.00	\$ 650.00	\$ 63,700.00	\$ 1,000.00	\$ 98,000.00
56	COZEEP	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 120,000.00	\$ 120,000.00	\$ 75,000.00	\$ 75,000.00
57	PUBLIC INFORMATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 75,000.00	\$ 75,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
58	LEAD COMPLIANCE PLAN	LS	1	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00
59	CONSTRUCTION AREA SIGNS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 31,000.00	\$ 31,000.00
60	TRAFFIC CONTROL SYSTEM	LS	1	\$ 275,000.00	\$ 275,000.00	\$ 300,000.00	\$ 300,000.00	\$ 325,000.00	\$ 325,000.00	\$ 1,525,000.00	\$ 1,525,000.00
61	CHANGEABLE MESSAGE SIGNS	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00
62	STORM WATER ANNUAL REPORT	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
63	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	5,500	\$ 1.00	\$ 5,500.00	\$ 1.50	\$ 8,250.00	\$ 0.90	\$ 4,950.00	\$ 1.10	\$ 6,050.00
64	TEMPORARY DRAINAGE INLET PROTECTION	EA	8	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 193.00	\$ 1,544.00	\$ 200.00	\$ 1,600.00
65	TEMPORARY FIBER ROLL	LF	2,190	\$ 8.00	\$ 17,520.00	\$ 5.00	\$ 10,950.00	\$ 5.00	\$ 10,950.00	\$ 5.00	\$ 10,950.00
66	TEMPORARY SILT FENCE	LF	2,120	\$ 5.00	\$ 10,600.00	\$ 5.00	\$ 10,600.00	\$ 5.00	\$ 10,600.00	\$ 4.00	\$ 8,480.00
67	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,800.00	\$ 9,600.00	\$ 4,500.00	\$ 9,000.00
68	TEMPORARY CONCRETE WASHOUT	LS	1	\$ 4,400.00	\$ 4,400.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
69	REMOVE CONCRETE BARRIER	LF	335	\$ 150.00	\$ 50,250.00	\$ 50.00	\$ 16,750.00	\$ 65.00	\$ 21,775.00	\$ 60.00	\$ 20,100.00
70	CLEARING AND GRUBBING (LS)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 700,000.00	\$ 700,000.00	\$ 60,000.00	\$ 60,000.00	\$ 280,000.00	\$ 280,000.00
71	IMPORT BORROW (CY)	CY	850	\$ 150.00	\$ 127,500.00	\$ 75.00	\$ 63,750.00	\$ 50.00	\$ 42,500.00	\$ 45.00	\$ 38,250.00
72	IMPORTED BIOFILTRATION SOIL	SF	400	\$ 40.00	\$ 16,000.00	\$ 8.00	\$ 3,200.00	\$ 9.50	\$ 3,800.00	\$ 11.00	\$ 4,400.00
73	CLASS 2 AGGREGATE BASE (CY)	CY	270	\$ 220.00	\$ 59,400.00	\$ 200.00	\$ 54,000.00	\$ 80.00	\$ 21,600.00	\$ 300.00	\$ 81,000.00
74	ROCK SLOPE PROTECTION	LS	1	\$ 400.00	\$ 400.00	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
75	HOT MIX ASPHALT (TYPE A)	TON	1,200	\$ 220.00	\$ 264,000.00	\$ 130.00	\$ 156,000.00	\$ 240.00	\$ 288,000.00	\$ 150.00	\$ 180,000.00
76	TEMPORARY HOT MIX ASPHALT (TYPE A)	TON	30	\$ 220.00	\$ 6,600.00	\$ 450.00	\$ 13,500.00	\$ 375.00	\$ 11,250.00	\$ 1,200.00	\$ 36,000.00
77	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	48	\$ 25.00	\$ 1,200.00	\$ 125.00	\$ 6,000.00	\$ 180.00	\$ 8,640.00	\$ 1.00	\$ 48.00
78	STRUCTURAL CONCRETE, HEADWALL	CY	1	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
79	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	3	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 4,300.00	\$ 12,900.00	\$ 1,250.00	\$ 3,750.00
80	CATCH BASIN AWAY FROM CURB	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,300.00	\$ 4,300.00	\$ 2,500.00	\$ 2,500.00
81	CATCH BASIN TYPE A	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,300.00	\$ 4,300.00	\$ 3,000.00	\$ 3,000.00

BID ITEM	DESCRIPTION, WITH UNIT PRICE IN WORDS	UNIT	APPROX. QTY.	Engineer's Estimate		Granite Construction		MCM Construction		McGuire and Hester	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
82	NOT USED	-	0	\$ -	\$ -		\$ -		\$ -		\$ -
83	NOT USED	-	0	\$ -	\$ -		\$ -		\$ -		\$ -
84	12" STORM DRAIN PIPE	LF	25	\$ 240.00	\$ 6,000.00	\$ 175.00	\$ 4,375.00	\$ 375.00	\$ 9,375.00	\$ 150.00	\$ 3,750.00
85	15" STORM DRAIN PIPE	LF	60	\$ 260.00	\$ 15,600.00	\$ 85.00	\$ 5,100.00	\$ 400.00	\$ 24,000.00	\$ 175.00	\$ 10,500.00
86	CONCRETE BACKFILL (TRENCH)	CY	55	\$ 800.00	\$ 44,000.00	\$ 160.00	\$ 8,800.00	\$ 375.00	\$ 20,625.00	\$ 300.00	\$ 16,500.00
87	18" REINFORCED CONCRETE PIPE	LF	320	\$ 280.00	\$ 89,600.00	\$ 125.00	\$ 40,000.00	\$ 385.00	\$ 123,200.00	\$ 200.00	\$ 64,000.00
88	REMOVE CULVERT	LF	315	\$ 450.00	\$ 141,750.00	\$ 50.00	\$ 15,750.00	\$ 340.00	\$ 107,100.00	\$ 125.00	\$ 39,375.00
89	NOT USED	-	0	\$ -	\$ -		\$ -		\$ -		\$ -
90	SAND BACKFILL (TRENCH)	CY	150	\$ 170.00	\$ 25,500.00	\$ 70.00	\$ 10,500.00	\$ 160.00	\$ 24,000.00	\$ 500.00	\$ 75,000.00
91	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	6	\$ 100.00	\$ 600.00	\$ 40.00	\$ 240.00	\$ 110.00	\$ 660.00	\$ 300.00	\$ 1,800.00
92	MINOR CONCRETE (CURB Mod)	CY	3	\$ 1,500.00	\$ 4,500.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00	\$ 4,800.00	\$ 1,500.00	\$ 4,500.00
93	MINOR CONCRETE (CURB)	CY	12	\$ 1,500.00	\$ 18,000.00	\$ 1,650.00	\$ 19,800.00	\$ 1,600.00	\$ 19,200.00	\$ 1,000.00	\$ 12,000.00
94	NOT USED	-	0	\$ -	\$ -		\$ -		\$ -		\$ -
95	MINOR CONCRETE (CURB AND GUTTER)	CY	32	\$ 1,500.00	\$ 48,000.00	\$ 900.00	\$ 28,800.00	\$ 1,600.00	\$ 51,200.00	\$ 1,000.00	\$ 32,000.00
96	MINOR CONCRETE (DRIVEWAY/SW)	CY	62	\$ 1,100.00	\$ 68,200.00	\$ 750.00	\$ 46,500.00	\$ 1,600.00	\$ 99,200.00	\$ 650.00	\$ 40,300.00
97	REMOVE CONCRETE CURB	LF	590	\$ 50.00	\$ 29,500.00	\$ 25.00	\$ 14,750.00	\$ 18.00	\$ 10,620.00	\$ 4.00	\$ 2,360.00
98	REMOVE CONCRETE (CURB AND GUTTER)	LF	770	\$ 47.00	\$ 36,190.00	\$ 25.00	\$ 19,250.00	\$ 24.00	\$ 18,480.00	\$ 15.00	\$ 11,550.00
99	MISCELLANEOUS IRON AND STEEL	LB	478	\$ 10.00	\$ 4,780.00	\$ 6.00	\$ 2,868.00	\$ 5.00	\$ 2,390.00	\$ 4.00	\$ 1,912.00
100	FRAME AND GRATE	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	\$ 500.00	\$ 1,000.00	\$ 3,000.00	\$ 6,000.00
101	ADJUST ELECTRIC BOX TO GRADE	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 1,200.00	\$ 2,400.00	\$ 535.00	\$ 1,070.00	\$ 529.63	\$ 1,059.26
102	REMOVE ELECTRIC BOX	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 85.00	\$ 170.00	\$ 5,900.00	\$ 11,800.00
103	REMOVE FIBER OPTIC BOX	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 510.00	\$ 1,530.00	\$ 150.00	\$ 450.00	\$ 500.00	\$ 1,500.00
104	REMOVE ELECTRIC SWITCH BOX	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 150.00	\$ 150.00	\$ 4,300.00	\$ 4,300.00
105	ELECTRIC SWITCH BOX	EA	1	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 725.00	\$ 725.00	\$ 16,500.00	\$ 16,500.00
106	5" CITY OF PALO ALTO ELECTRIC CONDUIT (SPARE)	LF	525	\$ 25.00	\$ 13,125.00	\$ 70.00	\$ 36,750.00	\$ 150.00	\$ 78,750.00	\$ 68.00	\$ 35,700.00
107	4" CITY OF PALO ALTO FIBER OPTIC CONDUIT (SPARE)	LF	1,860	\$ 20.00	\$ 37,200.00	\$ 70.00	\$ 130,200.00	\$ 75.00	\$ 139,500.00	\$ 68.00	\$ 126,480.00
108	2" CITY OF PALO ALTO FIBER OPTIC CONDUIT	LF	600	\$ 15.00	\$ 9,000.00	\$ 70.00	\$ 42,000.00	\$ 55.00	\$ 33,000.00	\$ 68.00	\$ 40,800.00
109	5" CITY OF PALO ALTO ELECTRIC CONDUIT	LF	1,450	\$ 25.00	\$ 36,250.00	\$ 70.00	\$ 101,500.00	\$ 120.00	\$ 174,000.00	\$ 68.00	\$ 98,600.00
110	FIBER OPTIC BOX	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 2,500.00	\$ 12,500.00	\$ 7,000.00	\$ 35,000.00	\$ 2,450.00	\$ 12,250.00
111	NOT USED	-	0	\$ -	\$ -		\$ -		\$ -		\$ -
112	NOT USED	-	0	\$ -	\$ -		\$ -		\$ -		\$ -
113	CHAIN LINK FENCE (TYPE CL-4 VINYL CLAD)	LF	1,080	\$ 35.00	\$ 37,800.00	\$ 30.00	\$ 32,400.00	\$ 28.00	\$ 30,240.00	\$ 27.00	\$ 29,160.00
114	CHAIN LINK FENCE (TYPE CL-6 VINYL CLAD)	LF	150	\$ 40.00	\$ 6,000.00	\$ 35.00	\$ 5,250.00	\$ 38.00	\$ 5,700.00	\$ 26.00	\$ 3,900.00
115	16' CHAIN LINK DOUBLE GATE	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,150.00	\$ 2,150.00	\$ 2,000.00	\$ 2,000.00
116	16' CHAIN LINK DOUBLE GATE WITH REMOVABLE CENTER POST	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,460.00	\$ 2,460.00	\$ 2,300.00	\$ 2,300.00
117	22' CHAIN LINK DOUBLE GATE WITH REMOVABLE CENTER POST	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 2,850.00	\$ 2,850.00	\$ 3,050.00	\$ 3,050.00	\$ 2,850.00	\$ 2,850.00
118	REMOVE FENCE	LF	1,270	\$ 50.00	\$ 63,500.00	\$ 8.00	\$ 10,160.00	\$ 7.50	\$ 9,525.00	\$ 7.00	\$ 8,890.00
119	REMOVE GATE	EA	3	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 535.00	\$ 1,605.00	\$ 500.00	\$ 1,500.00
120	RESET WOOD POST	EA	16	\$ 100.00	\$ 1,600.00	\$ 600.00	\$ 9,600.00	\$ 800.00	\$ 12,800.00	\$ 1,500.00	\$ 24,000.00
121	RELOCATE WOOD POST	EA	8	\$ 100.00	\$ 800.00	\$ 350.00	\$ 2,800.00	\$ 1,050.00	\$ 8,400.00	\$ 2,000.00	\$ 16,000.00
122	TRANSITION RAILING (TYPE DTBB Mod)	LF	26	\$ 100.00	\$ 2,600.00	\$ 700.00	\$ 18,200.00	\$ 590.00	\$ 15,340.00	\$ 625.00	\$ 16,250.00
123	CONCRETE BARRIER (TYPE 60MSC)	LF	78	\$ 500.00	\$ 39,000.00	\$ 300.00	\$ 23,400.00	\$ 370.00	\$ 28,860.00	\$ 400.00	\$ 31,200.00
124	CONCRETE BARRIER (TYPE 60MSF)	LF	248	\$ 500.00	\$ 124,000.00	\$ 200.00	\$ 49,600.00	\$ 600.00	\$ 148,800.00	\$ 575.00	\$ 142,600.00
125	REMOVE THRIE BEAM BARRIER	LF	190	\$ 80.00	\$ 15,200.00	\$ 35.00	\$ 6,650.00	\$ 27.00	\$ 5,130.00	\$ 28.00	\$ 5,320.00

BID ITEM	DESCRIPTION, WITH UNIT PRICE IN WORDS	UNIT	APPROX. QTY.	Engineer's Estimate		Granite Construction		MCM Construction		McGuire and Hester	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
126	SIGNING AND STRIPING	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 120,000.00	\$ 120,000.00	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00
127	RELOCATE CALTRANS BOX	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,200.00	\$ 2,200.00	\$ 2,600.00	\$ 2,600.00
128	RELOCATE CALTRANS CONDUIT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00	\$ 11,000.00	\$ 11,000.00	\$ 2,600.00	\$ 2,600.00
129	SITE FURNISHINGS	LS	1	\$ 13,700.00	\$ 13,700.00	\$ 40,000.00	\$ 40,000.00	\$ 27,500.00	\$ 27,500.00	\$ 15,000.00	\$ 15,000.00
130	DRINKING FOUNTAIN/BOTTLE STATION & CONNECTION	EA	1	\$ 18,140.00	\$ 18,140.00	\$ 6,000.00	\$ 6,000.00	\$ 20,500.00	\$ 20,500.00	\$ 20,000.00	\$ 20,000.00
131	IRRIGATION	LS	1	\$ 15,540.00	\$ 15,540.00	\$ 120,000.00	\$ 120,000.00	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00
132	SOIL PREPARATION	SF	8,610	\$ 0.80	\$ 6,888.00	\$ 0.55	\$ 4,735.50	\$ 1.15	\$ 9,901.50	\$ 1.00	\$ 8,610.00
133	PLANTING	LS	1	\$ 23,720.00	\$ 23,720.00	\$ 140,000.00	\$ 140,000.00	\$ 190,000.00	\$ 190,000.00	\$ 75,000.00	\$ 75,000.00
134	LANDSCAPE MAINTENANCE	LS	1	\$ 19,800.00	\$ 19,800.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00
135	REMOVE EXISTING TREES	EA	29	\$ 500.00	\$ 14,500.00	\$ 1,500.00	\$ 43,500.00	\$ 1,000.00	\$ 29,000.00	\$ 1,200.00	\$ 34,800.00
136	CONCRETE PAVEMENT, INCLUDING AGG BASE	CY	60	\$ 1,650.00	\$ 99,000.00	\$ 350.00	\$ 21,000.00	\$ 1,010.00	\$ 60,600.00	\$ 900.00	\$ 54,000.00
137	COBBLE	TON	10	\$ 200.00	\$ 2,000.00	\$ 600.00	\$ 6,000.00	\$ 575.00	\$ 5,750.00	\$ 500.00	\$ 5,000.00
138	STAMPED CONCRETE	CY	4	\$ 1,800.00	\$ 7,200.00	\$ 1,800.00	\$ 7,200.00	\$ 6,000.00	\$ 24,000.00	\$ 2,000.00	\$ 8,000.00
139	(L-P1) PEDESTRIAN POLE	EA	24	\$ 3,200.00	\$ 76,800.00	\$ 5,500.00	\$ 132,000.00	\$ 5,000.00	\$ 120,000.00	\$ 1,050.00	\$ 25,200.00
140	(L-S1, L-S2) INTEGRA GATED RAIL LIGHT	EA	260	\$ 750.00	\$ 195,000.00	\$ 1,500.00	\$ 390,000.00	\$ 2,000.00	\$ 520,000.00	\$ 500.00	\$ 130,000.00
141	(L-C01) STEP LIGHT AT CURB	EA	9	\$ 720.00	\$ 6,480.00	\$ 1,700.00	\$ 15,300.00	\$ 3,500.00	\$ 31,500.00	\$ 20,000.00	\$ 180,000.00
142	JUNCTION BOX/PULL BOX	EA	67	\$ 800.00	\$ 53,600.00	\$ 800.00	\$ 53,600.00	\$ 900.00	\$ 60,300.00	\$ 760.00	\$ 50,920.00
143	CONDUCTORS/CABLES	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 175,000.00	\$ 175,000.00	\$ 47,500.00	\$ 47,500.00
144	CONDUITS	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 100,000.00	\$ 100,000.00	\$ 315,000.00	\$ 315,000.00	\$ 94,000.00	\$ 94,000.00
145	TYPE III-AF SERVICE EQUIPMENT ENCLOSURE	EA	1	\$ 7,200.00	\$ 7,200.00	\$ 15,000.00	\$ 15,000.00	\$ 6,200.00	\$ 6,200.00	\$ 13,000.00	\$ 13,000.00
146	MODIFYING EXISTING LIGHTING SYSTEM	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00	\$ 42,000.00	\$ 42,000.00
147	CONSTRUCTION STAKING	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 75,000.00	\$ 75,000.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
148	LEAD TESTING	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 7,000.00	\$ 21,000.00
149	REMOVE TOP SOIL AT EAST SIDE PLANTING AREA	CY	515	\$ 50.00	\$ 25,750.00	\$ 50.00	\$ 25,750.00	\$ 58.00	\$ 29,870.00	\$ 125.00	\$ 64,375.00
150	MOBILIZATION	LS	1	\$ 1,084,055.81	\$ 1,084,055.81	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,554,489.00	\$ 1,554,489.00	\$ 1,538,540.00	\$ 1,538,540.00
151	ROADWAY EXCAVATION	CY	1,510	\$ 100.00	\$ 151,000.00	\$ 100.00	\$ 151,000.00	\$ 58.00	\$ 87,580.00	\$ 120.00	\$ 181,200.00
152	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00
	<b>SUBTOTAL</b>				\$ 10,840,558.06		\$ 13,844,920.50		\$ 14,518,991.60		\$ 14,570,357.16

Over Engineer's Estimate

28%

34%

34%

Apparent Low Bidder

**ADDITIVE ALTERNATE BID**

BID ITEM	DESCRIPTION, WITH UNIT PRICE IN WORDS	UNIT	APPROX. QTY.	Engineer's Estimate		Granite Construction		MCM Construction		McGuire and Hester	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Alt 1	HABITAT RESTORATION	LS	1	\$ 207,028.00	\$ 207,028.00	\$ 75,000.00	\$ 75,000.00	\$ 58,500.00	\$ 58,500.00	\$ 35,000.00	\$ 35,000.00
Alt 2	REMOVE ADDITIONAL SOIL AT EAST SIDE PLANTING AREA	CY	1,029	\$ 50.00	\$ 51,450.00	\$ 100.00	\$ 102,900.00	\$ 59.00	\$ 60,711.00	\$ 115.00	\$ 118,335.00
Alt 3	STEEL RAILING (4 FEET) (DECORATIVE WIRE MESH)	LF	1,556	\$ 15.00	\$ 23,340.00	\$ 550.00	\$ 855,800.00	\$ 531.00	\$ 826,236.00	\$ 530.00	\$ 824,680.00
Alt 4	STEEL RAILING (8 FEET) (DECORATIVE WIRE MESH)	LF	693	\$ 60.00	\$ 41,580.00	\$ 800.00	\$ 554,400.00	\$ 732.00	\$ 507,276.00	\$ 530.00	\$ 367,290.00
Alt 5	HAND RAILING (SS) (POC)	LF	1,498	\$ 120.00	\$ 179,760.00	\$ 200.00	\$ 299,600.00	\$ 132.00	\$ 197,736.00	\$ 317.00	\$ 474,866.00
Alt 6	CLEAN AND PAINT STRUCTURAL STEEL	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 200,000.00	\$ 200,000.00	\$ 970,000.00	\$ 970,000.00	\$ 75,000.00	\$ 75,000.00
	<b>SUBTOTAL</b>				\$ 628,158.00		\$ 2,087,700.00		\$ 2,620,459.00		\$ 1,895,171.00