

**AGREEMENT
BETWEEN
THE CITY OF CAMPBELL
AND
THE TOWN OF LOS GATOS
FOR THE STREET RESURFACING AND COST SHARING ON
THE FOLLOWING DUAL JURISDICTION STREET SECTIONS:
W. PARR AVENUE (FROM POLLARD ROAD TO CAPRI DRIVE),
CAPRI DRIVE (FROM W. PARR AVENUE TO DIVISION STREET), AND
DIVISION STREET (FROM CAPRI DRIVE TO WINCHESTER BOULEVARD)**

This Agreement (herein “Agreement”) is made and entered into this ___ day of _____, 2021, (herein the “Effective Date”) by and between the City of Campbell, a California municipal corporation (herein “CAMPBELL”), and the Town of Los Gatos, a California municipal corporation (herein “LOS GATOS”). CAMPBELL and LOS GATOS may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS:

- A. CAMPBELL’S Pavement Management Program determines which streets are to be included in CAMPBELL’S Annual Street Maintenance projects. In 2021, the Pavement Management Program identified several street sections in need of preventive pavement maintenance work; and
- B. The following three streets were identified as sharing dual jurisdiction between CAMPBELL and LOS GATOS:
 - W. Parr Avenue – from Pollard Road to Capri Drive,
 - Capri Drive – from W. Parr Avenue to Division Street, and
 - Division Street – from Capri Drive to Winchester Boulevardherein and thereafter referred to as “PROJECT”; and
- C. CAMPBELL approached LOS GATOS to contemplate the resurfacing of said shared roadway sections; and
- D. LOS GATOS agreed to pay for work pursuant to this Agreement as both Parties agreed that the Dual Jurisdictional streets are in need of rehabilitation given its current pavement condition; and
- E. The scope of work and locations of work for PROJECT, Exhibit “A”, is attached hereto and incorporated by reference; and

- F. The cost estimate for PROJECT, Exhibit “B”, prepared by CAMPBELL and accepted by LOS GATOS, is the most current cost estimate (which is subject to change) is attached hereto and incorporated by reference; and
- G. The contractor (herein “CONTRACTOR”) that submits the lowest responsive and responsible bid in compliance with all the requirements prescribed in the Contract Documents and is awarded the contract will perform and construct the PROJECT; and
- H. LOS GATOS has committed up to THREE-HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000) for the PROJECT and CAMPBELL has agreed to undertake the design, environmental review, permitting and construction of the PROJECT, subject to the terms and conditions of this Agreement; and
- I. LOS GATOS has agreed to authorize CAMPBELL access to those portions of the Dual Jurisdiction street sections owned and maintained by LOS GATOS for purposes of design, environmental review, permitting and construction of the PROJECT, upon the terms and conditions set forth herein; and
- J. CAMPBELL and LOS GATOS mutually desire to set forth the terms and conditions of the design and construction of PROJECT, and its cost, to be accomplished within the scope of this Agreement; and
- K. It is in the public interest for CAMPBELL and LOS GATOS to complete PROJECT in a cooperative and economical manner by constructing the portion of PROJECT within CAMPBELL and the portion of PROJECT within LOS GATOS at the same time under a single construction contract as further described in and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAMPBELL and LOS GATOS agree as follows:

AGREEMENT PROVISIONS

1. RIGHT TO ACCESS:

LOS GATOS hereby authorizes CAMPBELL and its consultants, engineers, contractors (including but not limited to the Contractor), subcontractors, employees, representatives, and agents to enter upon the Dual Jurisdiction Section and other property owned and maintained by LOS GATOS and described in the Construction Documents as part of the Annual Street Maintenance Project 22-BB: Collector & Residential Street Resurfacing Program (herein “Project 22-BB”), for the purposes and upon the terms and conditions described in this Agreement.

2. PROJECT DESCRIPTION:

The locations of work for the PROJECT are: W. Parr Avenue (from Pollard Road to Capri Drive), Capri Drive (from W. Parr Avenue to Division Street), and Division Street (from Capri Drive to Winchester Boulevard). These streets were identified as needing preventive maintenance work given their current condition. Based on the pavement management system database maintained by CAMPBELL, the average pavement condition index of W. Parr Avenue is 49, Capri Drive is 55, and Division Street is 42 as of September 2021.

The City limit between CAMPBELL and LOS GATOS along W. Parr Avenue (from Pollard Road to Capri Drive), Capri Drive (from W. Parr Avenue to Division Street), and Division Street (from Capri Drive to Winchester Boulevard) is approximately in the center of the street, and CAMPBELL and LOS GATOS each maintains its respective half of the street within its jurisdiction.

CAMPBELL is planning to resurface the portions of W. Parr Avenue (from Pollard Road to Capri Drive), Capri Drive (from W. Parr Avenue to Division Street), and Division Street (from Capri Drive to Winchester Boulevard) within its jurisdiction via a construction contractor procured through CAMPBELL's public works bidding.

It is within the public's interest to also resurface the portions of the street within LOS GATOS' jurisdiction so that the street is completely resurfaced within these limits. CAMPBELL is including those portions of W. Parr Avenue (from Pollard Road to Capri Drive), Capri Drive (from W. Parr Avenue to Division Street), and Division Street (from Capri Drive to Winchester Boulevard) that lie within LOS GATOS in its public works construction contract with the understanding that LOS GATOS will pay for the resurfacing work in LOS GATOS' jurisdiction under this Agreement.

The project will resurface approximately 2676 linear feet of pavement along W. Parr Avenue (from Pollard Road to Capri Drive), 310 linear feet of pavement along Capri Drive (from W. Parr Avenue to Division Street) and resurface approximately 500 linear feet of pavement along Division Street (from Capri Drive to Winchester Boulevard).

Therefore, CAMPBELL and LOS GATOS will each be responsible for 50% of project construction costs related to the roadway resurfacing (ie. traffic control, surface treatment, pavement striping and utility adjustments to grade that lie on top of the jurisdictional boundary line). Moreover, CAMPBELL and LOS GATOS will be 100% responsible for construction costs related to all work within its own jurisdiction (digouts, concrete improvements, and utility adjustments).

The scope of work for Project 22-BB and PROJECT is identified in Exhibit "A", and the cost estimate in Exhibit "B". Both Exhibits are attached to and incorporated into this Agreement by reference.

3. PROJECT COST:

As used in this Agreement, the term PROJECT cost(s) is defined to mean the actual amount paid to the Contractor for the PROJECT, under Project 22-BB, plus ten percent (10%) for CAMPBELL'S engineering, construction management and other administrative services and a ten percent (10%) construction contingency.

4. EXPRESS CONDITIONS PRECEDENT:

The following are express conditions precedent to CAMPBELL's obligations to construct the PROJECT under this Agreement:

- A. The bids received by CAMPBELL for Project 22-BB (which includes, but is not limited to, the PROJECT) must be within CAMPBELL's approved budget; and
- B. The contract for Project 22-BB must be awarded to a contractor and the contract (which includes and incorporated the Contract Documents) must be duly executed by CAMPBELL and such CONTRACTOR. CAMPBELL reserves the right to reject any or all bids.

5. CAMPBELL'S OBLIGATIONS:

CAMPBELL agrees as follows:

- A. To act as the lead agency to administer the design and construction of the PROJECT. Administration shall include preparation of specifications, contract documents and cost estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the Contractor.
- B. To provide LOS GATOS with a copy of the final Project 22-BB specifications and Contract Documents for the PROJECT.
- C. To pay for 50% of the Construction Cost which is considered to be CAMPBELL's share of the PROJECT. The Construction Cost is defined as the actual amount paid to the construction contractor under the construction agreement administered by CAMPBELL for the work described in this Agreement ("Construction Cost"). CAMPBELL shall pay the construction contractor for the full amount of the Construction Cost under CAMPBELL's construction agreement with the construction contractor, and then be reimbursed by LOS GATOS for LOS GATOS' share of the PROJECT.
- D. Any changes to the scope of work proposed by CAMPBELL or LOS GATOS that may increase the Construction Cost and each Party's share beyond the amounts set forth in

this Agreement shall be agreed in writing by both CAMPBELL or LOS GATOS prior to CAMPBELL authorizing its construction contractor to perform the work.

- E. CAMPBELL will not authorize its construction CONTRACTOR to perform work which would result in any additional cost above and beyond the amounts as set forth in this Agreement without prior agreement and written approval from LOS GATOS.
- F. To cause the CONTRACTOR to provide a warranty period of at least one (1) year from the date of Final Completion consistent with CAMPBELL'S public works construction Contract Documents.
- G. To require the CONTRACTOR to carry adequate insurance, including commercial general liability insurance with contractual liability coverage, automobile liability insurance (any auto), and workers compensation and employer's liability insurance, in accordance with applicable law and the Contract Documents.
- H. To cooperate with LOS GATOS should LOS GATOS raise any issues concerning CONTRACTOR'S work on the PROJECT in LOS GATOS' jurisdiction that requires correction prior to acceptance or within the applicable warranty or guarantee period.
- I. CAMPBELL shall keep LOS GATOS apprised of current construction schedule, status, delays, and any disputes affecting the PROJECT.
- J. The designated project manager for CAMPBELL for the duration of the PROJECT is Fredrick Ho (phone number: 408-866-2156; email: fredh@campbellca.gov). CAMPBELL's project manager shall have all the necessary authority to review, approve, and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with LOS GATOS. LOS GATOS may request documentation of such costs and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.

6. **LOS GATOS' OBLIGATION:**

LOS GATOS agrees as follows:

- A. To pay for 50% of the actual street resurfacing construction cost, which includes traffic control, rubber cape seal treatment, striping and any utilities adjustments that fall on the Dual Jurisdictional boundary line, and 100% of the cost for tree trimming, tree removal, stump grinding, root removal, digouts, concrete improvements, and utility adjustments that are solely in LOS GATOS' jurisdiction, plus an additional 10% to pay for Project Delivery, which is considered to be LOS GATOS' share of the project, up to a maximum amount of **THREE-HUNDRED THIRTY-FIVE THOUSAND DOLLARS** (\$335,000). This maximum amount is set as approximately 10% above LOS GATOS' share of the project cost based upon the engineer's estimate. Project Delivery, considered as 10% of the Construction Cost for the purposes of this Agreement, is defined as

engineering, construction management, and associated management and administrative services provided by CAMPBELL as lead agency for the PROJECT (“Project Delivery”). LOS GATOS agrees to provide CAMPBELL the design/layout for the removal and replacement of the commercial driveway at Villa Vasona Apartments (626 West Parr Avenue), obtain the necessary Right of Entry (permission from the property owner) to enter their private property to construct the new driveway improvements and utility coordination/assistance needed to adjust the PGE vault and pull-boxes located within the layout of the new driveway. Parties understand that the costs contemplated under this agreement are based upon engineer’s estimates and prior to public works bidding for PROJECT, as set forth in Exhibit “B”. The engineer’s estimate, as set forth in Exhibit “B”, includes a 10% construction contingency which is consistent with CAMPBELL’s practice for award of public works construction contracts in which the construction contract is awarded to the lowest responsive and responsible bidder along with a 10% construction contingency as an allowance for potential contract change orders. Should actual costs based upon CAMPBELL’s construction contractor’s public works bid cause LOS GATOS’ share to exceed the above maximum amount, Parties shall confer, and any agreement to increase the above maximum amount shall be documented in writing by a written amendment to this Agreement.

- B. Any changes to the scope of work proposed by CAMPBELL or LOS GATOS that may increase the Construction Cost and each Party’s share beyond the above maximum amount shall be agreed in writing by both CAMPBELL and LOS GATOS prior to CAMPBELL authorizing its CONTRACTOR to perform the work, and shall be documented by a written amendment to this Agreement.
- C. To pay its share of the PROJECT cost within forty-five (45) business days of receiving and approving the final detailed invoice from CAMPBELL, provided that the following conditions are met:
 - 1. The PROJECT has been completed and LOS GATOS has approved the portion of the work in its jurisdiction. Acceptance by LOS GATOS shall be made in writing to CAMPBELL; and
 - 2. The final detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any; and
 - 3. CAMPBELL shall invoice LOS GATOS only one (1) time which shall occur after PROJECT construction has been completed and LOS GATOS has approved the portion of work in its jurisdiction, and this invoice shall be considered as the final detailed invoice for the PROJECT.

LOS GATOS may request documentation of its share of the PROJECT Cost and may review the original invoices and weight certificates or request copies of same, which shall be supplied to LOS GATOS within a reasonable time. In the event LOS GATOS objects to any of the PROJECT

Costs set forth in the detailed invoice, LOS GATOS must notify CAMPBELL in writing no later than seven (7) business days after LOS GATOS receives the invoice. Such written notice must state the basis for LOS GATOS' objection. Pending resolution of any such objection, LOS GATOS shall timely pay to CAMPBELL all undisputed amounts.

- D. The designated project manager for LOS GATOS for the duration of the PROJECT is _____ (phone number: _____).
LOS GATOS' project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with CAMPBELL.

7. CHANGES AND CLAIMS:

- A. Any changes to and/or claims on the PROJECT work shall be processed in accordance with the change order, extra work, and claims provisions of the Contract Documents, including, but not limited to SP Section 7 "Claims", SJSS Section 4-1.03 "Changes", SJSS Section 4-1.07 "Differing Site Conditions", and SJSS Section 9-1.04 "Notice of Potential Claim", and CSS Section 9-1.07B "Final Payment and Claims". LOS GATOS shall be responsible for the costs of any changes, extra work and/or claims relating to the portions of the PROJECT located within the jurisdiction of LOS GATOS (including, the portions of the Dual Jurisdiction Section owned by LOS GATOS that is included in the PROJECT). CAMPBELL shall be responsible for the costs of any changes, extra work and/or claims relating to the portions of the PROJECT located within the jurisdiction of CAMPBELL (including, the portions of the Dual Jurisdiction Section owned by CAMPBELL that are included in the PROJECT).
- B. CAMPBELL will provide LOS GATOS with reasonable notice of any changes to the scope of work of the PROJECT that are beyond the PROJECT description identified in this Agreement and that may increase LOS GATOS' share of the PROJECT Cost. The Parties will cooperate in good faith to approve or reject any such changes and develop and agree upon a funding plan for any approved changes.
- C. LOS GATOS has committed the amount of up to THREE-HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000) to CAMPBELL for the PROJECT consistent with this Agreement. The Parties mutually agree to cooperate in good faith to seek additional funding or to revise the scope of the PROJECT if the estimated PROJECT Cost becomes more costly than the funding committed by the Parties for their respective portions of the PROJECT.

8. TERM OF AGREEMENT:

- A. Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be two (2) years from the Effective Date or until the PROJECT acceptance by both Parties and final payments of all outstanding balances, whichever is sooner.

9. OWNERSHIP AND MAINTENANCE:

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the PROJECT within the City limits of CAMPBELL will automatically be vested in CAMPBELL, and all materials, equipment and appurtenances installed as a part of the PROJECT within the City limits of LOS GATOS will be vested in LOS GATOS, and no further agreement will be necessary to transfer ownership. The ownership of each Party's utility and storm drain facilities within the project area that existed prior to PROJECT shall remain unchanged.
- B. This Agreement does not change any authority or responsibility between CAMPBELL and LOS GATOS with regard to maintenance, operation or further repair of streets and property within their respective jurisdictional limits.

10. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:

Any contractor(s) hired by either Party to perform the work included in the PROJECT shall not be an agent or employee of either Party and will perform such work as independent contractor. All persons employed by or contracted with such contractor(s) to furnish labor and/or materials in connection with the work in the PROJECT shall not be employees of either Party in any respect.

11. TERMINATION:

Once CAMPBELL has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to both Parties.

12. NO PLEDGING OF EITHER PARTIES CREDIT:

Under no circumstances shall either CAMPBELL or LOS GATOS have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

13. NO THIRD-PARTY BENEFICIARY:

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

14. AMENDMENTS:

This Agreement may only be amended or modified in writing, signed by a duly authorized representative of each of the Parties. Neither Party may assign this Agreement unless this Agreement is amended in writing in accordance with this Section.

15. NOTICES:

As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, and waiver. Whenever, under the terms of this Agreement, it becomes necessary, appropriate, or desirable for a Party to give notice to the other Party, said notice shall be in writing and shall be considered given when personally delivered or given or mailed by commercial overnight courier service or by registered or certified United States mail return receipt requested, with first class postage prepaid, addressed as follows:

To CAMPBELL: Fredrick Ho
Public Works Department
City of Campbell
70 N 1st Street
Campbell, CA 95008

To LOS GATOS: WooJae Kim
Public Works Department
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Any Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

16. SEVERABILITY CLAUSE:

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

17. ENCROACHMENT PERMITS:

Both Parties to this Agreement will cooperate and /or provide access to its consultants, engineers and contractors for the PROJECT in the jurisdictional boundaries of each Party. CONTRACTOR shall obtain street opening permit from LOS GATOS and LOS GATOS shall provide such a permit at no cost. CAMPBELL shall include LOS GATOS in all construction meetings as appropriate including the preconstruction meeting with the Contractor and/or subcontractors.

18. HOLD HARMLESS/INDEMNIFICATION:

Neither of the respective Parties, employees, officers, agents and assigns shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party in connection with the PROJECT.

It is understood and agreed that pursuant to California Government Code Section 895.4, the respective Parties shall fully indemnify and hold the other harmless from any liability imposed for injury (as defined in Government Code Section 810.8) by reason of anything done or omitted to be done by CAMPBELL or LOS GATOS in connection with any work, authority or jurisdiction delegated to the respective Party under this Agreement. This provision to hold harmless and indemnify shall apply to any activities, error or omission of the respective Party and/or the Party's officers, employees, agents, consultants or contractor or any person or entity acting or omitting to act for or on behalf of said CAMPBELL or LOS GATOS or such person or entities as are specifically authorized and empowered by the respective Party to act for the Party.

19. CAPTIONS:

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Agreement.

20. STATUTES AND LAW GOVERNING CONTRACT:

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. Any action or proceeding arising out of or relating to the Agreement shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

21. WAIVER:

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant. No covenant, term, or condition of this Agreement may be waived except by written consent of the Party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

22. RELATIONSHIP:

This Agreement between CAMPBELL and LOS GATOS does not create any relationship of co-partner, joint venture, principal and agent or employer and employee.

23. CONSTRUCTION:

Each Party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

24. ENTIRE AGREEMENT:

This Agreement and Contract Documents contains the entire agreement between CAMPBELL and LOS GATOS regarding the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

25. OTHER AGREEMENTS:

This Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

26. COUNTERPARTS, ELECTRONIC SIGNATURES:

This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Electronic signatures (signatures scanned and transmitted by e-mail) may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. The Parties intend to be bound by the electronic signatures on the scanned/e-mailed document, are aware that the other Party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]

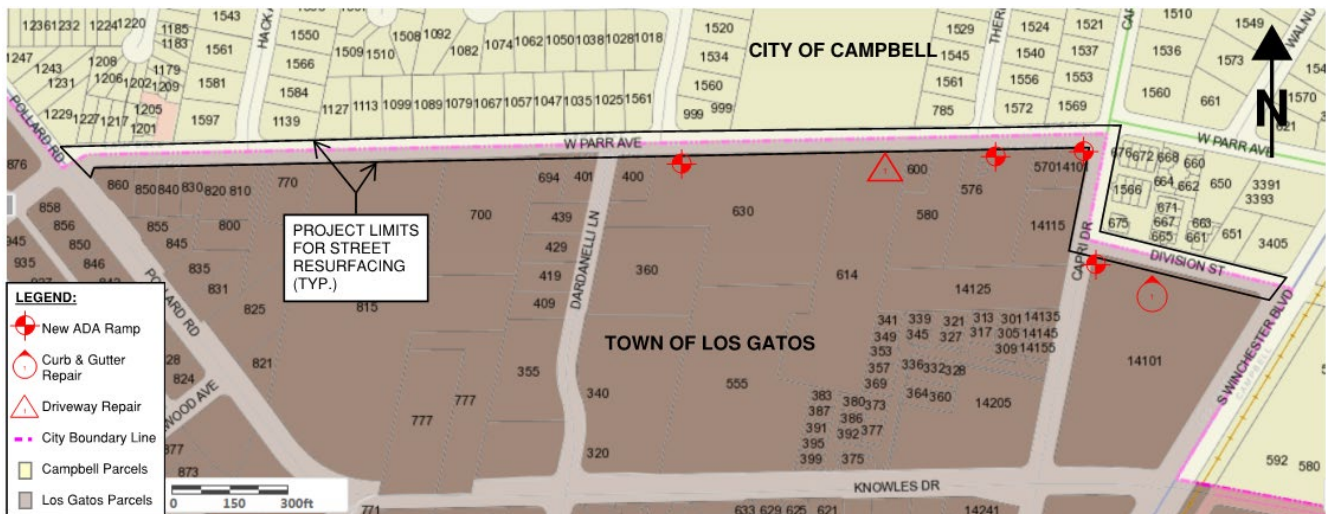
EXHIBIT "A": SCOPE OF WORK & LOCATION MAP

The work to be performed under this Agreement consists of street resurfacing 2676 linear feet of pavement along W. Parr Avenue (from Pollard Road to Capri Drive), 310 linear feet of pavement along Capri Drive (from W. Parr Avenue to Division Street) and resurface approximately 500 linear feet of pavement along Division Street (from Capri Drive to Winchester Boulevard). The street resurfacing treatment is a rubber cape seal.

Ancillary work required to perform the street resurfacing includes the following: traffic control; installation of concrete improvements such as accessibility ramps, the removal and replacement of sidewalk, driveway, curb and gutter; repairing isolated pavement failure areas (ie. digouts); removal of existing striping, pavement markers and markings; weed abatement; adjustment of utility appurtenances such as manholes, valve boxes, and survey monument boxes; installation of permanent striping, pavement markers and markings; public notification; utility coordination; and all other incidentals necessary to complete the work.

The city limits between CAMPBELL and LOS GATOS along W. Parr Avenue (from Pollard Road to Capri Drive), Capri Drive (from W. Parr Avenue to Division Street), and Division Street (from Capri Drive to Winchester Boulevard) are approximately in the center of the street. For the purposes of this Agreement, 50% of the PROJECT is considered to be within CAMPBELL, and 50% of the PROJECT is considered to be within LOS GATOS.

CAMPBELL will construct 4 ADA compliant accessibility ramps; remove and replace approximately 114 linear feet of curb and gutter; stump grind and remove associated tree roots in the park-strip; plant one new 24" box tree; remove and replace the existing driveway at Villa Vasona Apartments; and relocate 1 street name sign post for LOS GATOS. All of the aforementioned work is 100% within LOS GATOS' jurisdiction and LOS GATOS agrees to pay 100% of the construction cost plus project delivery on these work items (10% of construction costs).



EXHBIT "B"
COST ESTIMATE

BASE BID ITEMS:			ENGINEER'S ESTIMATE	
DESCRIPTION	UNIT	TOTAL EST. QUANTITY	UNIT PRICE	AMOUNT
Traffic Control and Public Safety	LS	1.00	\$ 25,000.00	\$ 25,000.00
Tree Trimming and Landscape Obstruction Removal Allowance	ALLOW	1.00	\$ 3,000.00	\$ 3,000.00
Remove and Replace Curb and Gutter	LF	114.00	\$ 120.75	\$ 13,765.50
Remove and Replace Driveway	SF	473.00	\$ 32.05	\$ 15,159.65
Install Case C Ramp	EA	4.00	\$ 7,140.00	\$ 28,560.00
Tree Removal & Stump Grinding	EA	1.00	\$ 3,360.00	\$ 3,360.00
2" AC Pavement Restoration Adjacent to Concrete Improvements (Type A 1/2" Max. Medium HMAC)	SF	718.00	\$ 15.50	\$ 11,129.00
4" Depth Digouts	SF	8,715.00	\$ 6.00	\$ 52,290.00
Removal of Existing Striping, Pavement Markers & Markings	LS	1.00	\$ 5,000.00	\$ 5,000.00
Rubber Chip Seal / SAMI	SY	6,748.50	\$ 6.30	\$ 42,515.55
Type II Polymer Modified Slurry Seal	SY	6,748.50	\$ 2.75	\$ 18,558.38
Detail 2 Striping	LF	496.00	\$ 0.75	\$ 372.00
Detail 22 Striping	LF	503.50	\$ 1.75	\$ 881.13
Detail 27 Striping	LF	80.00	\$ 1.50	\$ 120.00
12" Yellow Stripe - THERMO	LF	196.50	\$ 5.00	\$ 982.50
12" White Line - THERMO	LF	128.50	\$ 5.00	\$ 642.50
"STOP" Legend - THERMO	EA	3.00	\$ 136.50	\$ 409.50
Shared Roadway Bicycle Marking / Sharrow - THERMO	EA	13.00	\$ 100.00	\$ 1,300.00
Blue Fire Hydrant Marker	EA	3.00	\$ 20.50	\$ 61.50
Relocate Ex. Sign w/ New Post	EA	1.00	\$ 341.25	\$ 341.25
Adjust STORM DRAIN MANHOLE to Grade	EA	12.00	\$ 1,260.00	\$ 15,120.00
24" Box Tree w/ Mulch	EA	1.00	\$ 1,000.00	\$ 1,000.00
BASE BID TOTAL:				\$ 239,568.45
ADDITIVE ALTERNATE BID SCHEDULE "A"				
DESCRIPTION	UNIT	TOTAL EST. QUANTITY	UNIT PRICE	AMOUNT
Adjust WVSD SSMH to Grade	EA	8.00	\$ 1,522.50	\$ 12,180.00
ADDITIVE ALTERNATE SCHEDULE "A" - WEST VALLEY SANITATION DIST. SUBTOTAL:				\$ 12,180.00
ADDITIVE ALTERNATE BID SCHEDULE "B"				
Adjust SJWC WV to Grade	EA	2.00	\$ 882.00	\$ 1,764.00
ADDITIVE ALTERNATE BID SCHEDULE "B" - SAN JOSE WATER COMPANY SUBTOTAL:				\$ 1,764.00

Construction Contract (BASE BID + ADD ALTS)	\$ 253,512.45
20% Construction Contingency	\$ 50,702.49
Est. Construction Contract	\$ 304,214.94
10% Project Delivery	\$ 30,421.49
ESTIMATED TOTAL PROJECT COST:	\$ 334,636.43
ROUND UP:	\$ 335,000.00