

EXHIBIT A
SUMMARY OF SCOPE OF WORK
SITE WORK

1. SUMMARY OF SCOPE OF WORK

The Contractor will act as a General Contractor for the scope of the Site Work outlined in the Request for Proposal package and as contemplated in the Contract Documents.

The Scope of Work Schedule is the guide as to what is included in this Contract. The Contractor shall perform all Work required by the Contract Documents which include, but are not limited to the following:

A. Overview of Work

- Temporary Facilities
- Temporary Utilities for own work
- Surveying and Staking for own work
- Material Testing
- NPDES Monitoring
- Water, Sewer & Storm (including detention ponds and detention vaults)
- Payment & Performance bonds
- Erosion control
- Provide permanent seeding with a permanent seed mix suited for the time of year of all exposed areas once grading is completed.
- The Contractor shall include diversion ditches, swales, piping, etc. to provide positive drainage during adverse weather in order to maintain construction progress.
- The Contractor shall provide pumping and ditching as required to remove rainfall accumulation as well as perched water to maintain construction progress
- The Contractor shall aerate the subgrade and excavated materials to meet compaction and moisture content requirement in order to maintain construction progress.
- Clear and Grub material shall be ground on-site in lieu of hauling off site and utilized as erosion control to the greatest extent possible.
- Re-staking costs due to any work performed by the Contractor will not be charged to the Owner.
- Clearing, grubbing, chip & haul
- Demolition of existing pavement & curbs
- Demolition and removal of underground utilities
- Haul off of debris
- Complete grading
 - Cut/fill including import/export as required
 - Stockpile and spreading of topsoil
 - Backfill of retaining walls and building foundation walls
 - Back fill of curbs
 - Soil removal from foundation excavations
 - Soil wetting and/or drying for compaction
- Storm Drainage system
 - Storm laterals to building roof drains.
 - Stub 1' above grade at Building – locations to be confirmed w/ bldg. Contractor
- Sanitary Sewer Services to 5' of buildings and within Outparcels
 - Grease traps and associated routing to buildings and Outparcels
 - 16" square concrete pad at all clean-outs

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- Testing and video inspection
 - Stone bedding
 - Domestic Water and Fire Services
 - Water meter vaults(including irrigation)
 - DDCV & BFP assemblies(including irrigation)
 - Fire Service to 1' AFF – location to be confirmed w/ bldg. Contractor
 - FDC to 1' AFF
 - Required signage for fire services
 - Concrete pads for own work
 - Hydrants
 - Testing and Fire Line Flush certification
 - Chlorination w/ Bac-T results
 - Paving and Curbing
 - Subgrade
 - Paving in lifts with multiple mobilizations
 - Curbing
 - Thermoplastic Striping
 - 2nd Coat of striping w/ glass beads no later than 15 days prior to opening
 - Wheel-stops
 - Traffic signage
 - Retaining walls
 - Landscaping including irrigation and irrigation sleeves
 - Underground Conduits for Data, Telephone, Site Electrical
 - Final Grading
 - Spread topsoil min 6" thick at landscape areas
 - All topsoil shall be free of debris including roots, trash, rocks, base, etc
 - Landscape berms
 - Landscape Islands without grass shall be crowned
 - Cleaning of curbs if stained by dirt
 - Restoration of all ROW work including replace/repair sod, irrigation, sidewalks etc. to pre-construction condition.
 - Closeout
 - All As-built plans
 - Certified if required by Construction Documents
 - Certified As-built plans for detention facilities
 - Final inspections by all jurisdictions providing permits
 - Closeout of all permits
 - Erosion Control performance and maintenance bonds for own work.
- B. Exclusions project specific:**
- Hazardous Material remediation requiring haul-off
 - Concrete paving at loading docks
 - Dumpster enclosures
 - Backfill/fine grade of areas immediately adjacent to buildings after building pads have been accepted by Building Contractor.
 - Sidewalks adjacent to the buildings
 - Site Lighting fixtures and poles

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2. SCHEDULE

The Contractor acknowledges that the objective of this Contract is the completion of 100% of all Work as defined in the contract and facilitate the construction of other work by a separate contractors employed by the Owner in the shortest reasonable time frame, as established by the milestone dates of the Contract. Contractor shall execute the sequencing of work simultaneously in order to achieve the milestone dates.

The Contractor shall furnish in a timely fashion, any required documentation required to assist the Owner in procuring permit sign-offs or close out with municipalities.

The contractor shall verify allowable work hours with the local governing authority.

3. CLARIFICATION, SCOPE OF WORK:

Contractor is responsible for hauling off all site debris resulting from their scope of Work.

The Contractor will coordinate with all utility companies all work to facilitate Contractors ability to complete milestone dates.

The Contractor is to coordinate with telephone, gas, electric, cable and utility companies for all on-site and off-site utility work affecting this Project.

The Contractor is responsible for immediately restoring and/or repairing any completed work by the Contractor damaged as a result of the Contractor's work.

The Owner is not responsible for damages due to delays in the work caused by adverse weather conditions or delays not solely caused by acts of the Owner, the Engineer or their agents.

2. NOTICE OF COMMENCEMENT:

Notice of Commencement must be recorded. The Payment Bond must be attached to the Notice of Commencement.

4. SUBCONTRACTORS:

The Contractor shall provide a list of the proposed subcontractors within seven (7) days of Contract execution. The Owner reserves the right to reject any Subcontractors proposed by the Contractor for specific phases of the work. In the event the Owner disapproves of any Subcontractor, the Contractor will obtain an alternate Subcontractor acceptable to the Owner at no additional cost or time extension to the Owner unless the Owner's rejection was unreasonable.

The Contractor will be required to have a 48-hour Termination Notice in his Agreements with his Subcontractors in the event of non-performance by the Subcontractor.

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5. PERMITS:

Contractor shall pay for all governmental inspection fees and licenses required by all governing agencies.

The Contractor shall be responsible for any fee levied as a result of his own actions, such as “red tags,” re-inspection fees, or fines that may be levied because of his action or inaction.

6. ASSIGNMENT OF THE CONTRACT:

The Contractor specifically understands and agrees that the Contract may be assigned by the Owner to a third party with all rights and remedies pertaining thereto. Contractor cannot assign Contract to another party.

7. AS-BUILTS:

Throughout the course of construction, Contractor shall maintain a set of the stamped permit drawings in the jobsite trailer labeled as the “AS-BUILT RECORD DRAWINGS” and be accessible to the Owner and Municipality at all times. All changes and/or deviations to the work shall be posted to the “AS-BUILT RECORD DRAWINGS” no later than five (5) working days from receipt of change. Prior to the final pay application submittal or within 10 days of Substantial Completion, Contractor shall submit an electronic copy and one hard copy of the “AS-BUILT RECORD DRAWING” to Owner. Receipt of drawings will be condition precedent to Contractors payment.

Within 30 days of completion of or as directed by Owner as areas complete but no later than 30 prior to substantial completion, the Contractor shall provide to the Owner Certified As-Built Water, Sewer, and Storm, including detention ponds and vaults, surveys certified by a registered surveyor showing actual location and elevation of work performed by Contractor and any variances from the Plans and Specifications. As-built shall include pipe profiles.

8. UNIT COSTS:

The Payment on this Contract shall be based on the fixed sum contract price not on unit costs and field measurements, except that Change Orders work may be paid on unit cost basis as agreed to by Owner and identified in a Contract Exhibit.

9. FILL & TOPSOIL:

All fill shall be clean and be placed and compacted per requirements defined in Contract Documents. The Total Contract Price shall include the cost of excavating, removing [including but not limited to, all unsuitable soil material (per plans and geotechnical reports), debris, abandoned pipe/utilities], stripping, stockpiling, providing and backfilling all utility trenches, included in the Total Contract price. All fill material including utility trenches, shall be compacted per minimum testing requirements.

Any imported fill shall have a Phase 1 Environmental Assessment to confirm the fill is clean.

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Topsoil shall be free of debris, roots, trash, and rocks and placed +/- .10' of finished grade. Islands or landscape areas without sod shall be crowned.

10. UTILITIES:

The Contractor shall make his own arrangements for temporary electricity, phone, water, and refuse removal systems which are all included in the Contract Price.

Contractor is to coordinate and facilitate with Owner, utility companies, Owner's civil consultant and the governing agency to accelerate all relocation and permanent utility installations by all utility companies.

The contractor is responsible for the ordering of and payment of all utilities necessary to complete their contract work in the premises including water and electrical meters and the use there or until the accepted delivery date of the premises.

The Contractor shall be wholly responsible for coordination with applicable utility companies for the shut off and removal of existing on site utilities, to the extent that any are not already decommissioned as part of the building demolition activities. Such work shall include the shut off of all water stubs, removal of existing utility poles. Failure of Contractor to coordinate the work of the utility companies shall not be a valid reason for an extension of the project schedule.

The Contractor shall be responsible for working around existing underground and overhead utility lines and shall ensure that all such services are properly located prior to the start of work on site. Contractor shall maintain the locate services thru out the course of construction.

11. PRE-CONSTRUCTION:

Prior to the start of the Work, the Contractor and the Owner's representative will: walk the site and document existing conditions, conduct pre-construction meetings and utility company pre-construction meetings as required. The Contractor shall be responsible for the protection for existing items to remain. Any items damaged during construction will be replaced by the Contractor at no additional cost to the Owner.

VIDEO

Contractor shall provide to Owner within five (5) days written Notice to Proceed, one (1) as-built video copy of all existing conditions within scope of work provisions and all adjacent property.

12. TRAFFIC CONTROL:

Contractor shall provide and maintain any and all traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as to safe guard the work area in general per the approved maintenance of traffic plan (M.O.T.) or as necessary to complete contractor's scope of work. These devices and barriers shall be erected prior the creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. Contractor shall immediately remove, turn over or cover any device or barrier which no longer

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applies to the existing conditions. Contractor is responsible for any damages caused to general public from any traffic control devices not properly maintained or secured. The above

requirements are to be in accordance with the Governing agency. Maintenance of traffic plan for all Contractor work in the Governing agency rights-of-way shall be coordinated by Contractor with Owner's Traffic Engineer, at Contractor's cost. Submittal of the maintenance of traffic plan to the Governing agency for approval will be performed by Owner's Traffic Engineer at Contractor's cost and any associated permit fees shall be paid by Contractor.

13. CONTRACTOR PARKING:

Contractor is to provide for its own parking and parking for its subcontractors, vendors and suppliers.

14. UTILITIES AND R.O.W.:

Contractor shall comply with all R.O.W. permit requirements. Before commencing the work, the by-passing, relocation, removal, capping and/or modifications to existing private and public service utilities will be coordinated by the Contractor through each local utility company as required.

The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies, and provide timely written notification to any affected property owners and businesses. This paragraph applies to entire scope of work, per contract documents and includes all affected public alleys and all affected public R.O.W.

Contractor shall be responsible for adjusting any existing manhole covers, pull boxes, or other utility that conflicts with final grades.

15. POLLUTION CONTROL:

For pollution control, Contractor shall use water sprinkling, temporary enclosures and other suitable methods as necessary to comply with applicable regulatory agency requirements for control of the amount of dust, dirt or other regulated material and in accordance with project NPDES plan.

16. CLEAN SITE:

Contractor shall be responsible for maintaining a clean site on Owner's property, all adjacent Public R.O.W. and adjacent affected properties and buildings no less than one (1) time per day or as required by Owner and the Governing agency. Owner has right, upon three (3) days' notice, to contract with a separate contractor to clean the site without further notice to Contractor, at Contractor's expense.

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17. VIBRATION AND SOUND DAMAGE:

In addition to any other indemnification, Contractor will indemnify and hold Owner harmless from any and all vibration and sound damage and/or claims caused by its employees and/or subcontractors during the installation of all work as it relates to any existing on and off-site buildings, structures, improvements, etc., including adjacent private property and public rights-of-way.

18. SITE LAYOUT

Contractor will be responsible for coordinating, scheduling and managing the surveying of its work. A stamped original certified as-built survey will be required at the completion of the work.

19. EROSION CONTROL

The Contractor shall be totally responsible for conducting all storm water Best Management Practices (BMP's) in accordance with the NPDES permit and for any enforcement action taken or imposed by Federal or State agencies, including the cost of funds, construction delays and remedial actions resulting from the Contractor's failure to comply with all provisions of the NPDES permit. Any additional erosion control measures (or maintenance of erosion control items) shall be included in the bid proposal.

The Contractor shall provide and maintain the erosion control bond for the project if required.

The Contractor shall remove all erosion control measures at the completion of the project.

Contractor shall promptly correct any deficiencies noted in NPDES and/or BMP inspection reports. Contractor's failure to correct timely may result in Owner back charging remediation costs or re-inspection costs.

The Contractor shall furnish, install, maintain, and remove all tree protection fencing and other measures as required until completion of the work.

20. COORDINATION WITH MULTIPLE CONTRACTORS

The Contractor recognizes that the Owner may enter into separate Agreements with other contractors on site. Contractor is to coordinate with other contractors so as not to delay the work of the other contractors. Contractor will assist and coordinate with Owner's other contractor activities and may require Contractor to re-stage materials, trailers, parking areas, etc multiple times. Costs associated with re-staging will be borne by the Contractor.

21. TESTING

If contractor supplied, Contractor to provide testing schedule prior to start of work. If Owner supplied, contractor shall coordinate and schedule all testing per below minimum requirements.

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Failure to meet these standards, Owner, at its sole discretion, require contractor to remove and replace fills.

22. FUNDING:

The Contractor acknowledges that the Owner's funding for its obligations for this work is pursuant to a construction loan from a Construction Lender. At the time of execution of an agreement between Owner and Contractor, the Contractor agrees to execute a "Contractor's Agreement" in the form required by Lender. To the extent any funding requirements of the Contract, then the Lender requirements shall control.