

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
C2R ENGINEERING, INC**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and C2R Engineering, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services as assigned on an as-required basis more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Task Order Form

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on or about May 12, 2025, and terminate on or about May 11th, 2030.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

This is a master agreement that provides a framework for all terms and conditions, work scope, and fees that will apply to all tasks for as-needed asphalt repairs for a period of five years. At such time that the Contractor is selected by the City to facilitate a specific recruitment, a task order will be issued to fund and authorize the work. The task order will include, at a minimum, the position that the recruitment is for, the fee and a reference to this master agreement stating that the terms, conditions services and fees attached herein are applicable to the purchase and supersede all other terms.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in

accordance with Exhibit A, Scope of Services. The maximum compensation of this Agreement for the five-year term of the agreement shall not exceed Ten Million Four Hundred Thousand Dollars (\$10,400,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed 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 under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do

not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

#### **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

#### **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

#### **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Water and Sewer Department  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [water@santaclaraca.gov](mailto:water@santaclaraca.gov)

And to Contractor addressed as follows:

C2R Engineering, Inc.  
100 Mountain View Ave., LOS ALTOS, CA 94024  
and by e-mail at [trevor@c2rengineering.com](mailto:trevor@c2rengineering.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

## **20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement 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.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.



## 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

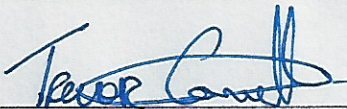
\_\_\_\_\_  
JOVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**C2R ENGINEERING, INC.**  
a California corporation.

Dated: 04/24/2025

By (Signature):



Name: TREVOR CONNOLLY

Title: PRESIDENT

Principal Place of  
Business Address: 100 MOUNTAIN VIEW AVE., LOS ALTOS, CA  
94024

Email Address: [TREVOR@C2REENGINEERING.COM](mailto:TREVOR@C2REENGINEERING.COM)

Telephone: (415) 559 2841

Fax: ( )

"CONTRACTOR"



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

#### **1. INTRODUCTION**

- 1.1. The general work within this scope of services consists of the removal and replacement of existing asphalt concrete pavement (e.g. grind and overlay, milling, deep lifts, reconstruction, etc.), Portland cement concrete curb & gutters, valley gutters, sidewalks, walkways, curb ramps, driveways, and decorative hardscapes and paving, and the installation of bituminous seals (e.g. slurry seals, etc.), striping, and other ancillary tasks associated with the repair of permanent pavement and concrete. The work will support the City's water, recycled water, and sewer main projects and all emergency utility repair work.
- 1.2. The requirements below shall apply to all task orders generated from this contract. Task Orders will be awarded by the City Project Manager as noted on each Task Order request in an efficient and timely manner and work that is awarded shall be promptly scheduled and completed to the satisfaction of the City and meeting the highest standards of the City and the industry.
- 1.3. All work under this contract shall comply with prevailing wage requirements.

#### **2. TASK ORDER AWARD**

- 2.1. The City may issue Task Order requests for work described in this attachment using the standard Task Order form in Attachment B or a similar form. The Task Order request will typically include
  - a) a description of the scope of work using an associated bid schedule with estimated quantities
  - b) exhibits, photos, or other documentation as needed to adequately convey the work
  - c) the required mobilization date
  - d) the designated City Project Manager
- 2.2. Contractor shall submit a proposal for performing the task order using the quantities provided. Each proposal shall include
  - a) a completed and signed bid schedule for the work
  - b) a project work plan describing the technical approach to complete the work
  - c) a mobilization date
  - d) a construction schedule

- e) a draft notice to the community
- 2.3. The contractor with the lowest cost proposal that can meet the required schedule of the task order shall be awarded the task order.
- 2.4. After award of Task Order, final quantities for the work shall be measured in the field by the contractor and provided to City for review. The precise limits of work for each Task Order shall be as directed and field-marked by the City Project Manager. Final measured quantities shall be paid for at the approved task order unit costs.
- 2.5. The Contractor shall be responsible for measuring and verifying the areas to be repaired prior to the start of work. The Contractor shall provide all final quantities of Work to the City Project Manager for review and approval prior to start of work.
- 2.6. No work shall be performed under the Task Order until a Notice to Proceed (NTP) is issued by the City Project Manager. An NTP will not be issued until all quantities of work have been agreed to by the City Project Manager in writing.
- 2.7. Only City Project Manager may issue task orders to the Contractor, or otherwise provide specific authorization or direction to perform work.
- 2.8. Any costs associated with work completed without prior approval of the City Project Manager as described above shall be borne solely by the Contractor.
- 2.9. Any costs due to overages in quantities associated with Contractor's available equipment or means and methods shall be borne solely by the Contractor.
- 2.10. The Contractor shall maintain a current and compliant status at all times in the City's Ebix Insurance Certificate management system, Prevailing Wage and Labor Compliance program LCP Tracker, and the City's Business License program.

### **3. TASK ORDER AWARD TIMELINE**

- 3.1. When Task order requests are issued by the City Project Manager, the Contractor shall acknowledge receipt of the task order request via email to the City Project Manager within 2 business days after receipt of the task order.
- 3.2. Contractor shall be responsible for visiting the project location, examining the project site and incorporating any boundary conditions or existing features or conditions of the site into their proposed scope of work.
- 3.3. The Contractor shall provide a proposal to the task order request within 7 calendar days after receipt of the task order request. See proposal requirements in section 2 above.

- 3.4. The City Project Manager shall provide a response on award of the task order within 7 calendar days.
- 3.5. Within 7 calendar days of award, the Contractor shall measure and verify the areas of work and submit the final bid quantities for the City to review. Within 1 working day of the City's agreement to the final bid quantities and the final task order bid, the City will issue a Notice to Proceed to start the work.
- 3.6. Contractor shall secure any necessary permitting prior to mobilization.
- 3.7. Contractor shall post "No Parking" signage 48 hours prior to mobilization.
- 3.8. The Contract shall mobilize within 21 calendar days of the award of Task Order.

#### **4. GENERAL REQUIREMENTS**

All work under each Task Order shall conform to the applicable provisions of the latest edition of Caltrans Standard Specifications, State of California, Department of Transportation MUTCD, City of Santa Clara Department of Public Works (DPW) Standard Specifications (Standard Specifications) and Standard Details (Standard Details), and the City of Santa Clara Water & Sewer Utility Department (WSUD) Standard Specifications and Standard Details, collectively referred to as "Specifications" along with the Technical Specifications contained in this Scope of Services attachment.

- 4.1. Caltrans Standard Specifications:  
<https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications>
- 4.2. MUTCD:  
<https://dot.ca.gov/programs/safety-programs/camutcd>
- 4.3. DPW Standard Specifications:  
<https://www.santaclaraca.gov/home/showpublisheddocument/56943/636571553351000000>
- 4.4. DPW Technical Documents:  
<https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/technical-documents>
- 4.5. WSUD Technical Documents:  
<https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/technical-documents>
- 4.6. Contractor shall be responsible for complying with the requirements set forth in this scope of services and all referenced regulations. It is the responsibility of the Contractor to understand and enforce the provisions in this section. Contractor shall maintain all paperwork and certification to conduct the

required services and, at the City of Santa Clara's request, Contractor shall provide these documents for review.

- 4.7. Should any discrepancy appear, or any misunderstanding arise as to the import of anything contained in all specifications referred to in this scope of services, or should Contractor have any questions or requests relating to Specifications or construction documents, Contractor shall immediately refer the matter to City, in writing. City will issue, with reasonable promptness, responses, clarifications or interpretations as City may determine necessary.
- 4.8. Contractor shall be responsible for examining project plan sets, specifications, and all other documents to sufficiently determine its ability to perform the work herein.
- 4.9. Contractor shall coordinate with Underground Service Alert (USA Locates) for the identification of below ground infrastructure as needed for all work. Contractor shall provide potholing as needed for all work.
- 4.10. All project work shall be performed by experienced and skilled craftsmen, who shall be completely familiar with application for the work prescribed. Contractor shall incorporate its own expertise into the scope of work and to propose additions/modifications to the requested scope of work that Contractor deems necessary. Contractor shall be solely responsible for and have control over means, methods, techniques, and procedures for providing adequate safety precautions and coordinating all portions of work.
- 4.11. Contractor shall furnish all labor, materials, tools, and equipment as required and necessary for all work included in each task order in a safe, timely and workmanlike manner and in conformance with the prevailing State and Federal Occupational Safety and Health Act (OSHA).
- 4.12. Contractor shall track the trades working on site and their scheduled activities on a daily basis and provide a copy of that list to City.
- 4.13. Costs from delays and losses due to non-conformance to applicable standards shall be solely borne by Contractor.
- 4.14. Contractor shall be responsible for securing all permitting for the Task Order.
- 4.15. Contractor shall comply with all permits and permit requirements. Contractor shall pay all costs, fees, or charges required to comply with the conditions outlined in these permits unless otherwise specified in these provisions. Contractor shall coordinate with all agencies and perform work in compliance with all permits.
- 4.16. Contractor shall submit proposed materials and any relevant manufacturer specifications to the City for review prior to the start of work.

- 4.17. All trucks coming to a worksite or leaving a worksite with materials or loose debris or liquids shall be loaded in a manner which will prevent dropping of materials, debris, or liquids on public streets. Spillage resulting from hauling operations along or across any public traveled way shall be remedied immediately at Contractor's expense.
- 4.18. Any damage caused by Contractor's, or associated subcontractor's, construction activities to any public or private property shall be remedied immediately at Contractor's expense.
- 4.19. Contractor shall be responsible for possessing and acquiring a Valid California Contractor's License Classification "A".
- 4.20. The Contractor shall follow applicable Prevailing Wage Laws and submit certified payroll through the City's labor compliance software, LCP Tracker.
- 4.21. The Contractor shall be required to utilize the City's Project Management Software E-Builder for general project management at City Project Manager's direction.
- 4.22. The Contractor shall comply with the City's Water Use Prohibitions and Restrictions which restrict the manner in which water is utilized. Cleaning of streets, sidewalks, driveways, parking lots or other paved or hard-surfaced areas or washing of vehicles or other equipment is prohibited unless hoses are fitted with an operating, automatic shutoff valve. When using water trucks or sweepers, utilize recycled water unless not reasonably available. Conformance with the aforementioned restrictions shall be considered incidental to the project, and no additional compensation shall be allowed.
- 4.23. Contractor shall implement best management practices (BMPs) such as covering storm drain inlets and manholes as needed to prevent sediment-laden runoff from entering the storm drain system.

## **5. QUANTITY ALTERATION AND ELIMINATED WORK.**

- 5.1. The City reserves the right to increase, decrease or omit any item or portion of the work, with no change in unit proposal price, in order to remain within budget limitations.
- 5.2. Quantities stated in each Task Order are approximate only. The quantities are subject to correction upon final measurement of the Work and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs apply.
- 5.3. Should any bid item of the work under each Task Order be eliminated in its entirety, no payment will be made to the Contractor for the item.

## **6. HOURS OF WORK.**

- 6.1. Unless otherwise authorized in writing by City, Work shall be performed in 8-hour shifts between 7:00 AM and 5:00 PM on Working Days, except to protect the public's health, safety, and welfare or to protect the Work. For any Work planned to be performed by the Contractor outside normal City work hours, Contractor shall submit a written request at least two (2) Working Days in advance for City's approval in its sole discretion. All extra costs incurred by the City for this purpose shall be paid by the Contractor, unless written authorization to waive such charges is given by the City Project Manager.
- 6.2. Any request for work to be completed outside of the hours of work specified above must be submitted to the City Project Manager for review and approval. Requests for alternate work hours may not be granted or may incur additional inspection and permitting fees.

## **7. CONTRACTORS AND SUBCONTRACTORS EMPLOYEES.**

- 7.1. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do work. If City notifies Contractor that any of its employees, or any of its Subcontractors' employees on work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out requirements specified herein, or uses threatening or abusive language to any person on work representing City, or violates sanitary rules, or is otherwise unsatisfactory, and if City requests that such person be discharged from work, then Contractor or its Subcontractor shall immediately discharge such person from work and the discharged person shall not be re-deployed to work on any City project that falls under the services specified herein except with consent of City.

## **8. PROFICIENCY IN ENGLISH.**

- 8.1. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

## **9. WORKING CONDITIONS.**

- 9.1. All portions of the work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall keep the site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from and about the site as well as all tools, appliances, equipment and machinery and surplus materials. Contractor shall



furnish toilets for use of Contractor's and Subcontractors' employees on the site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.

- 9.2. Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the site and land areas identified in and permitted herein and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of work.
- 9.3. Contractor shall not load nor permit any part of any structure, pavement or private property to be loaded in any manner that will endanger the structure, pavement or private property, nor shall Contractor subject any part of work or adjacent property to stresses or pressures that will endanger it.
- 9.4. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall ensure that its Subcontractors' and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. Contractor shall be responsible for all damage to work, property or structures, all injuries to persons, and all damage and interruptions to City's operations, arising from the performance of work.
- 9.5. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- 9.6. Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to herein, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any work or anyone for whose acts any of them may be liable.
- 9.7. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the site where work is to be performed: City designated routes for ingress and egress thereto and any other City designated area.
- 9.8. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary

precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

- 9.9. City may, at its option, retain such moneys due for work provided as City deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City receives satisfactory evidence to that effect.
- 9.10. In emergencies affecting the safety or protection of persons or work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Contractor shall give City prompt written notice if Contractor believes that any significant changes in work or variations have been caused thereby.

## **10. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS**

- 10.1. Contractor shall afford all other contractors, utility owners and City (if City is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials.
- 10.2. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work and shall cooperate with them to facilitate the progress of the work.
- 10.3. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, City or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of City and the others whose work will be affected.
- 10.4. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to City in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. City will require the Contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the construction documents, issue a Change Order. If Contractor fails to measure, inspect, and/or report to City in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to City.
- 10.5. Contractor shall suspend any part of the Work or carry on the same in such

manner as directed by City when such suspension of prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners.

## **11.NO PARKING SIGNS AND TOW-AWAY PROCEDURE.**

- 11.1. Contractor shall post all streets affected by the work with "NO PARKING TOW-AWAY" signs at least forty-eight (48) hours prior to the start of construction.
- 11.2. Areas to be posted with "NO PARKING TOW-AWAY" signs must be verified as correct by the Santa Clara Police Department, (408) 615-4760. Barricade spacing shall be maximum of 50 feet. Signs shall be maintained in the interval between posting and the actual tow-away.
- 11.3. Tow-away signs shall be placed in a manner conforming to the applicable ordinances. The no parking signs shall include the time of the work, date, type of work as well as name of the general contractor or sub-contractor that is doing the work. The no parking signs shall be furnished with a copy of notification provided to residents and businesses as described in Section 12 below "Resident and Business Notification" of this scope of services. The contractor will be required to repost the "No Parking" sign if all the information is missing on the signs. The duration of the "No Parking" signs is limited to the time that the contractor needs to complete work. Contractor is not allowed to post "No Parking" signs longer than a week and the contractor must provide justification to City if it is required to have "No Parking" signs at any locations longer than a week. All signs must be removed immediately after the work requiring the parking restriction has been completed. Signs shall not be nailed or stapled to street trees, signposts, or mailboxes. Posting shall be on street barricades only. Temporary "NO PARKING TOW-AWAY" signs to be posted shall be provided by the City.

## **12.RESIDENT AND BUSINESS NOTIFICATION.**

- 12.1. Prior to any work, the Contractor shall notify, by circular, all businesses and residents with street frontage or property affected by or within 600 feet of the proposed construction. Notification shall be done at least seven calendar days in advance of mobilization. The circular shall state the name, address and telephone of the Contractor, starting time and date, nature and extent of the proposed work, and the approximate date upon which the Contractor expects to complete the pertinent construction activity. The circular must be approved but the City Project Manager prior to distribution. The Contractor shall submit final circular notification for approval at least two (2) full working days prior to date of intended distribution. The circular shall be consistent with dates that will be provided and posted on complementary "NO PARKING TOW-AWAY"

signs.

- 12.2. At least seven calendar days prior to the start of any work, the Contractor shall notify the Santa Clara Unified School District Superintendent and School Principals of any school within 300 feet of the limits of the Project site. The Contractor shall coordinate and cooperate with school drop-off and pick-up schedules and any special events that prohibit construction taking place in front or nearby the school. Below is a list of schools identified for the contractor to coordinate with during construction; however, it is not an exhaustive list. The contractor will need to expand the list as construction progresses that may affect other adjacent areas.

### **13. CONFLICTS WITH SOLID WASTE COLLECTION SERVICES.**

- 13.1. Contractor shall coordinate the project schedule with the refuse collection schedule. Contractor shall provide notice to City Environmental Programs Manager Karen Hickey, (408-615-3097) at least 72 hours prior to the start of work. Garbage and rubbish are collected by MISSION TRAIL GARBAGE COMPANY, (408) 727-5365. Recycling is collected on the same day that rubbish and garbage is collected, but by RECOLOGY SANTA CLARA, (408) 970-5100. The Contractor shall make every effort to schedule the Work so as to least disrupt the three refuse collections. Any conflicts in the scheduling shall be noted and resolved by all respective parties before any work can commence.

### **14. INSPECTION AND TESTING.**

- 14.1. The Contractor shall ensure that products, services, workmanship and Site conditions comply with requirements of the Specifications and construction documents by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.
- 14.2. The Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.
- 14.3. The Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract. Such authorities may include, but are not limited to, Office of Statewide Health Planning Department (OSHPD), Public Works Department, Fire Department, and similar agencies. The Contractor is solely responsible for scheduling, conducting and paying for such inspections.
- 14.4. Contractor's responsibility:
  - a) Notify City in writing when Work is ready for specified tests and

inspections at least three (3) Working Days before the requested inspection date.

- b) Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
- c) Cooperate with testing and inspection agency personnel, City, and City's Consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
- d) Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.

- 14.5. Testing by the City is done to verify, to the City's satisfaction, that the Work is proceeding properly. It is not to replace the Contractor's quality control/quality assurance program. It is the Contractor's responsibility to perform any testing needed to ensure the Work complies with the Contract Documents, it is safe, and it is performed in an efficient manner.

## **15. CORRECTION OF DEFECTIVE WORK.**

- 15.1. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the work in such a way that the completed Work will conform to the requirements specified herein, City may order Contractor to replace any defective work, as determined solely by City, or stop any portion of work to permit City (at Contractor's expense) to replace such defective work. These City rights are entirely discretionary on the part of the City and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.
- 15.2. City may direct Contractor to correct any defective work or remove it from the Site and replace it with work that is not defective and satisfactorily correct or remove and replace any damage to other work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. If the parties are unable to agree to the amount of an appropriate decrease in the sum of the work, City may decide the proper amount or, in its discretion may elect to leave the sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. City's rights under this paragraph shall be in addition to any other rights it may have by law.
- 15.3. If within one year after the date of final acceptance, or such longer period of time as may be prescribed by laws or regulations, any work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective work. Contractor shall

remove any defective work rejected by City and replace it with work that is not defective, and satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law. Where defective work or rejected work (and damage to other work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

15.4. City may accept defective work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective work. If the parties are unable to agree to the amount of an appropriate decrease in the sum, City may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the evaluation of defective work. If City accepts any defective work after final payment, Contractor shall pay to City, an appropriate amount as determined by City. City may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct defective work or to remove and replace rejected Work; or provide a plan for correction of defective work acceptable to City; or perform work in accordance with requirements specified herein. Contractor shall allow City, its representatives, agents, employees, and other contractors and City Project Manager's consultants access to the Site to enable City to exercise the rights and remedies under this paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies. If the parties are unable to agree to the amount of an appropriate decrease in the sum, City may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, Contractor may make a claim as provided in Section 12 "Claims by Contractor" of the City of Santa Clara Department of Public Works Standard Specifications.

15.5. Contractor shall not be allowed an extension of time because of any delay in the performance of work attributable to the exercise by City of its rights and remedies under this section. Where City exercises its rights under this section, it retains all other rights it has by law including, but not limited to, the right to terminate Contractor's right to proceed with the work or back charge.

15.6. Inspection by City shall not relieve Contractor of its obligation to have



furnished material and workmanship in accordance with the requirements specified herein. Payment for work completed through periodic progress payments or otherwise shall not operate to waive City's right to require full compliance with the requirements specified herein and shall in no way be deemed as acceptance of the work paid therefor. Contractor's obligation to complete the work in accordance with the requirements specified herein shall be absolute unless City agrees otherwise in writing.

## **16. PROGRESS OF THE WORK AND PROJECT RECORD DOCUMENTS.**

- 16.1. The Contractor shall perform pre-construction audio/video survey to adequately document the condition of existing improvements and supplemented by still photographs as needed. It is the responsibility of the Contractor to adequately document the condition of existing improvements and the Contractor may be held liable for any damage or condition whose pre-existence he/she is unable to document.
- 16.2. Contractor shall maintain daily job reports recording all significant activity on the job, including the date of report, start and stop times, number and classifications of workers on Site, number and type of equipment used, locations and durations of work activities, description of work performed, and problems encountered and delays. Report shall include a minimum of two pictures of the work performed. Contractor shall provide City with copies for each day Contractor works on the Project, to be delivered to City either the same day or the following morning before starting work at the Site. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- 16.3. A schedule showing the anticipated work locations and durations through completion of the work under each task order shall be submitted prior to start of the work. A revised schedule shall be submitted with any change to previously submitted schedule.
- 16.4. Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, samples and shop drawings and as-built drawings.

## **17. INVOICING REQUIREMENTS**

- 17.1. After completion of work and approval by City for services performed, Contractor shall provide to City Project Manager a detailed invoice for all work performed within 30 days from completion of work.
- 17.2. Invoices shall be submitted using the invoice form contained in Attachment I.
- 17.3. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

## 18. SPECIAL PROVISIONS

18.1. Final scope and bill of materials required to complete each Task Order will be determined at the time of issuance for each task order.

18.2. Mobilization, demobilization, and site cleanup:

- a) This work includes mobilization, demobilization, and site cleanup generally consisting of all preparatory and closeout work and operations.
- b) **Measurement and Payment**

Bid Items #1 – Mobilization, Demobilization, and Site Cleanup The contract price shall be measured and paid on a per lump sum basis. This bid item shall not exceed 10% of the total bid amount. 50% of the contract item price for mobilization shall be paid as part of the first monthly partial payment estimate of the amount earned; the remaining 50% of the contract item price for mobilization shall be paid upon completion of all work, demobilization, and site cleanup to the satisfaction of the City Public Works Inspector.

The contract price shall include full compensation for performing the work specified in this section and in the Specifications, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to preparatory work and operations, including, but not limited to, project coordination and attending project meetings, those necessary for the movement and removal of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; for the set up and implementation of best management practices (BMPs) for stormwater pollution prevention; for the development of construction water supply, for the development of a construction staging area, prepare and maintain project records and documents including “as-built” plans, schedules, and daily reports, obtaining all required permits, submitting contractor and/or subcontractor insurance and bond, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site and after the completion of various contract items on the project site, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

18.3. **Traffic control:**

- a) This work includes traffic control generally consisting of preparation of traffic control plans, flagging, furnishing, placing and maintaining construction area signs and temporary traffic control devices, maintaining traffic, performing temporary traffic control system for lane closures, and

placing temporary pavement delineation.

- b) This work shall comply with Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Caltrans Standard Specifications, and City of Santa Clara Department of Public Works Standard Specifications "Temporary Facilities and Controls" of the General Requirements.
- c) **Measurement and Payment**

Bid Item #2 – Construction Area Signs & Traffic Control

The contract price shall be measured and paid on a per lump sum basis, as determined on the percentage of work completed as determined by the City Project Manager at the time the progress payment is prepared.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: preparation of traffic control plans, temporary traffic control, construction area signs, temporary pavement delineation, temporary pedestrian access routes, flashing arrow signs, portable changeable message signs, no parking signs, notification to property owners, and flagging throughout the duration of the project (including Saturdays, Sundays, and holidays), complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

**18.4. Hot Mix Asphalt Replacement and Restoration:**

- a) This work includes several bid items that include replacement and/or restoration of hot mix asphalt generally consisting of excavation and removal of materials, regardless of character and subsurface conditions, from pavement areas where pavement has failed or is deemed structurally inadequate by the City Project Manager and replacing the excavated material with a minimum of two inches (2") asphalt concrete, unless otherwise approved by the City Project Manager. Depths and dimensions of hot mix asphalt replacement shall be as specified by the City Project Manager.
- b) The Contractor shall schedule grinding activities such that grinding work is completed, hot mix asphalt is placed, and work area is opened to traffic during the same work shift.
- c) The Contractor shall produce and place hot mix asphalt (HMA) using the standard process in conformance with Section 39-2, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

- d) Work performed on HMA must comply with "Asphaltic Concrete Pavement, Resurfacing, and Berms," of the City of Santa Clara Department of Public Works Standard Specifications.
- e) Surface layer asphalt concrete pavement shall be Type A HMA with ½" maximum aggregate size. Leveling Layer asphalt concrete shall be Type A HMA with 1/2" or 3/4" maximum aggregate size. The grade of asphalt binder must be PG 64-10 and must comply with Section 92 "Asphalt Binders" of the Caltrans Standard Specifications. Tack coat shall be SS-1h or CSS-1h and must comply with Section 94 "Asphaltic Emulsions" of the Caltrans Standard Specifications.
- f) **Measurement and Payment**
  - Bid Item #3 – HMA Replacement (2-inch Depth)
  - Bid Item #4 – HMA Replacement (4-inch Depth)
  - Bid Item #5 – HMA Replacement (6-inch Depth)
  - Bid Item #6 – HMA Replacement (8-inch Depth)
  - Bid Item #7 – HMA Replacement (10-inch Depth)
  - Bid Item #8 – HMA Replacement per nominal inch over 10-inches

Bid items #3 to #8 shall be measured and paid on a per square foot basis, based on the actual area measured from the finished work, not to exceed the quantities previously agreed upon between the Contractor and the City.

The contract price for bid items #3 to #8 shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, saw cutting and/or grinding, excavation, removal and disposal of asphalt concrete and/or sub-grade material, disposal of materials with non-recyclable paving fabric (if needed), re-grading, compacting, and scarifying of sub-grade, placing asphalt concrete in multiple lifts, applying tack coat, placing, spreading and compacting HMA, compacting aggregate base, any necessary testing, protecting existing surface facilities, repair of poor workmanship or damage, sweeping, and clean up, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

Contractor shall furnish weight tags for HMA to the City Project Manager daily for acceptance and shall indicate where on the site(s) at which the material was used. Equipment shall consist of regular and small paving equipment as needed to prevent tree trimming to the maximum extent possible.

Additional excavation and backfill depth for asphalt failure dig-out repair

as ordered by the City Project Manager due to unsuitable sub-grade condition shall be paid by prorating from the related bid item. Any removal and replacement done outside of the areas marked by the City Project Manager or to depths greater than the maximum depth specified will be at the expense of the Contractor.

Field density testing may be completed at the City's discretion. The Contractor will be responsible for testing costs and retesting of noncompliant sections.

#### **18.5. Bituminous Seal Application:**

- a) This work includes the furnishing and installing of slurry seal generally consisting of the mixing, spreading, and application of slurry seal.
- b) Slurry seal shall be Type II, unless otherwise approved by the City Project Manager.
- c) The Contractor shall apply slurry seal with straight and neat termination lines.
- d) Work performed on slurry seal must comply with Section 37, "Bituminous Seals" of the Caltrans Standard Specifications.

- e) **Measurement and Payment**

- Bid Item #9 – Type II Slurry Seal

- The contract price shall be measured and paid on a per square foot basis as determined on the actual area of work completed.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, locating and covering surface facility covers and lids, testing, mixing and spreading slurry seal, prevent spill on to gutter, protecting the treatment until it has set, repair of distress, sanding, sweeping, and cleanup, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

The Contractor shall not cause slurry seal spillage onto gutter, utility covers, or other public and/or private property outside of the extents previously agreed upon between the Contractor and the City. Contractor shall be responsible for any and all claims, costs, losses and damages caused by improper application of slurry seal or other associated construction activities. City may require that the Contractor remedy all damage at Contractor's cost.

#### 18.6. Portland Cement Concrete Installation:

- a) This work includes several bid items consisting of the installation of custom Portland cement concrete curb & gutters, valley gutters, sidewalks, walkways, curb ramps, and driveways.
- b) This work shall include removal and replacement of an 18-inch wide, full depth band of asphaltic concrete (HMA Deeplift Conform) along the entire length of any new curb & gutter as described in Section 18.4 "Hot Mix Asphalt Replacement and Restoration" of this scope of services.
- c) Portland cement concrete must be Class 2 concrete with Type II modified cement. Concrete can contain not less than six (6) sacks (564 pounds) of cement per cubic yard (no fly ash). Detectable warning surfaces must be 'Federal Yellow' colored Tekway concrete panels manufactured by StrongGo Industries or approved equal. AC Deeplift conform shall be Type A HMA with 1/2-inch aggregate, comply with Section 39-2, "Hot Mix Asphalt", of Caltrans Standard Specifications.
- d) **Measurement and Payment**  
Bid Item #10 – Replacement of PCC Sidewalk  
The contract price shall be measured and paid on a per square foot basis as determined on the actual area of work completed.

Where sidewalk, or driveway is adjacent to curb or curb and gutter, the six (6) inch dimension from face of curb to back of curb shall not be counted as sidewalk.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: removal and disposal of existing concrete sidewalk, installation of concrete sidewalks, including all grading necessary for installation of concrete sidewalk to finished grade, disposal of all excess material, all saw cuts, reinforcements where required, doweling, grading under concrete, providing and grading aggregate base subbase, backfill, compaction, watering, expansion joint filler, concrete and curing compound, grooving, and for doing all the work involved in furnishing and placing concrete sidewalks, compliant with ADA requirements, adjust irrigations, reset landscape stones or bricks (if necessary), and restoration of surrounding improvements, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

#### Bid Item #11 – Replacement of PCC Curb & Gutter

The contract price shall be measured and paid on a per linear foot basis as determined on the actual length of work completed.



The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: removal and disposal of existing concrete curb and gutter, installation of concrete curb and gutter, including all aggregate subbase, reinforcement where required, doweling, saw cuttings, backfill, compaction, watering, expansion joint filler, and concrete curing compound, cutting tree root, and for doing all the work involved in furnishing and placing concrete curb and gutter, restoration of surrounding improvements, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

Bid Item #12 – Replacement of PCC Valley Gutter

The contract price shall be measured and paid on a per square foot basis as determined on the actual area of work completed.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: removal and disposal of existing PCC valley gutter, installation of PCC valley gutter, aggregate base, rebar, doweling, expansion joints, compliant with ADA requirements, and restoration of surrounding improvements, complete in place, as indicated on the plans and these technical specifications, specified in the Standard Plans and Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

Bid Item #13 – Replacement of PCC Curb Ramp

The contract price shall be measured and paid on a per each unit basis as determined on the actual count of work completed, regardless the type of curb ramp.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: removal and disposal of existing concrete curb ramp, installation of concrete curb ramp, including all grading necessary for installation of concrete curb ramp to finished grade, detectable warning surface, retaining curb, disposal of all excess material, all sawcuts, reinforcements where required, doweling, grading under concrete, providing and grading aggregate base subbase, backfill, compaction, watering, expansion joint filler, concrete and curing compound, grooving, and for doing all the work involved in furnishing and placing concrete curb ramp, compliant with ADA requirements, and

restoration of surrounding improvements, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

**Bid Item #14 – HMA Deeplift Conform**

The contract price shall be measured and paid on a per linear foot basis as determined on the actual length of work completed.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, saw cutting and/or grinding, excavation, removal and disposal of asphalt concrete and/or sub-grade material, disposal of materials with non-recyclable paving fabric (if needed), re-grading, compacting, and scarifying of sub-grade, placing asphalt concrete in multiple lifts, applying tack coat, placing, spreading and compacting HMA, compacting aggregate base, any necessary testing, protecting existing surface facilities, repair of poor workmanship or damage, sweeping, and clean up, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

Contractor shall furnish weight tags for HMA to the City Project Manager daily for acceptance and shall indicate where on the site(s) at which the material was used. Equipment shall consist of regular and small paving equipment as needed to prevent tree trimming to the maximum extent possible.

Field density testing may be completed at the City's discretion. The Contractor will be responsible for testing costs and retesting of noncompliant sections.

**18.7. Interlocking Concrete Pavers or Other Decorative Paving (stamped concrete, etc.):**

- a) This work shall include the construction of interlocking concrete pavers or other decorative paving as needed to restore site to previous conditions.
- b) Interlocking concrete pavers shall be whole, sound, and uniform in quality. Pavers shall be Pacific Interlock Paving stone "Holland (60mm)" gray, or approved equal. Paver edging shall be Brick Stop Corporation "Brick Stop Aluminum – Original" or approved equal. Interlocking concrete pavers shall have a minimum compressive strength of 8,000 psi in accordance with testing procedures ASTM C140. Sand joint filler shall be Plaster sand per the paver manufacturer's recommendations.

c) **Measurement and Payment**

Bid Item #15 – Replacement of Interlocking Concrete Pavers

The contract price shall be measured and paid on a per square foot basis as determined on the actual area of work completed.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: removal and disposal of existing interlocking concrete pavers, all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including installing paver edging, if required; spreading and leveling of sand leveling course; grading and backfill to conform reinstalled interlocking concrete pavers to adjacent property; and cleanup, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

**18.8. Adjusting Utility Frames and Covers:**

- a) This work shall include several bid items consisting of lowering and adjustment or raising existing utility manholes and valve boxes as needed to coordinate with grinding/planing and paving lift work.
- b) The Contractor shall coordinate all adjustments to existing utility-owned surface facilities with the appropriate utility agency. No compensation will be allowed for any adjustments performed by the owners of the facilities.
- c) Manhole adjustment ring shall be Ladech® HDPE, manufactured by Weco Industries, or approved equal. Valve Box and Cover shall be Christy Model G-5, or approved equal.

d) **Measurement and Payment**

Bid Item #16 – Replace Water Valve Box to Grade

Bid Item #17 – Adjust Sanitary Sewer Manhole Cover to Grade

Bid Item #18 – Adjust Storm Drain Manhole Cover to Grade

Bid Item #19 – Adjust Utility Box to Grade

The contract price(s) for Bid Item #16 to #19 shall be measured and paid on a per each unit basis as determined on the actual count of work completed.

For Manhole frames and covers lowered before cold planing and raised after paving to match finished grade following paving operations are consider one (1) adjustment.

Replacement units furnished by the Contractor for existing manhole frames and covers, valve boxes, or pull boxes discovered to be unserviceable will be considered extra work for materials only. Full

compensation for handling replacement units is considered as included in the contract unit price paid and no separate payment will be made.

The contract price(s) shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, locating utilities, coordinating and obtaining approval from utility owners, coordinating and contacting underground service USA (811), excavating and backfilling, removal and disposal of concrete, asphalt concrete, and/or base materials, protecting existing utilities, providing adjustment rings, adjusting manhole & cleanout frames and covers, replacing water valve boxes, resetting pull boxes, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

#### **18.9. Geosynthetic Pavement Layer:**

- a) This work shall include the installation of geosynthetic pavement interlayer.
- b) The Contractor shall apply asphalt binder prior to placement of geosynthetic pavement interlayer in compliance with manufacturer's instructions. If the interlayer, in compliance with the manufacturer's instructions, does not require asphalt binder, do not apply asphalt binder before placing the interlayer. If the interlayer placement does not require asphalt binder, apply tack coat prior to placing asphalt concrete at the application rates specified under section 39-2.01C(3)(f) based on the condition of the underlying surface on which the interlayer was placed.
- c) Geosynthetic pavement interlayer shall be GlasPave50, manufactured by Tensar, or approved equal. The paving mat must be millable and recyclable. Submit documentation that certifies the product is millable and recyclable. The asphalt binder must be PG 70-10, comply with Section 92, "Asphalt Binders" of the Caltrans Standard Specifications.

- d) **Measurement and Payment**

- Bid Item #20 – Installation of Paving Mat**

- The contract price shall be measured and paid on a per square foot basis as determined on the actual area of paving completed.

- The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, coordination with manufacturer, paving mat, asphalt binder or tack coat application, repair of poor workmanship or damage, sweeping, and clean up, complete in place, as specified in the

Specifications and as directed by the City Project Manager, and no additional compensation will be allowed.

**18.10. Monument Preservation:**

- a) This work shall include several bid items consisting of lowering and adjustment or raising of existing monument boxes as needed to coordinate with grinding/planing and paving lift, as well as work needed to preserve existing monument boxes and corner records.
- b) The Contractor shall locate, reference, and file corner records for existing monuments with potential to be disturbed or located within 3 feet of the Work.
- c) The Contractor shall re-establish and file corner records for any monuments damaged or destroyed during construction.
- d) Concrete must be minor concrete with a maximum 1-inch aggregate. The Contractor furnishes the survey marker disks. The frames and covers must be fabricated from cast steel or gray cast iron. The frames, covers, and hardware must comply with section 55. Granular material must be gravel, crushed gravel, crushed rock, or any combination of these and must not exceed 1-1/2 inches in greatest dimension.
- e) **Measurement and Payment**  
Bid Item #21 – Adjust Monument Box  
Bid Item #22 – New Monument Box & Reset Monument  
Bid Item #23 – New Monument Box over Existing Monument  
Bid Item #24 – Pre-construction & Post-construction Corner Record

The contract price(s) for Bid Item #21 to #24 shall be measured and paid on a per each unit basis as determined on the actual count of work completed.

Contractor shall protect-in-place the monument, and ensure that the monument is not disturbed. If the monument is disturbed or damaged, the Contractor shall be responsible to reset the monument, including filing new corner records with County as required per Monument Preservation. Full compensation for handling replacement units is considered as included in the contract unit price paid and no separate payment will be made.

The contract price(s) shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work

associated with these items, include, but not limited to: coordinate with city surveyor, protect existing monument, perform pre and post construction survey, file corner records, adjustment or replacement of existing monument boxes, reset monument, and all related work, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

**18.11. Thermoplastic Traffic Striping and Pavement Markers:**

- a) This work shall include several bid items consisting of the installation of thermoplastic traffic stripes, pavement markings, green bike lane, or pavement markers.
- b) Traffic stripes and markings must comply with ASTM D6628 for daytime and nighttime color. Restore reflectivity must be measured under ASTM E1710 and the sampling protocol specified in ASTM D7585.

Glass beads shall be Type 2 glass beads must comply with AASHTO M 247. At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Traffic stripes and markings shall be extruded thermoplastic, complying with Caltrans Specification PTH-02HYDRO, or PTH-02ALKYD, or approved equal. Sprayable thermoplastic must comply with State Specification PTH-02SPRAY.

Each lot or batch of thermoplastic must be tested under California Test 423.

- c) Curb paint shall be Ennis-Flint Fast Dry waterborne traffic paint, or an approved equivalent, and shall be prepared and applied in accordance with manufacturer guidelines.
- d) Short term, temporary pavement markers shall be day/night retroreflective raised pavement markers conforming to the requirements of Section 12 of the Caltrans Standard Specifications and Part 6 of the California MUTCD. Pavement markers shall be retroreflective with smooth faces and contain 1 or 2 retroreflective faces of the specified color, comply to Section 81-3, "Pavement Markers", of the Caltrans Standard Specifications. Adhesive for pavement markers shall be either epoxy or hot melt bituminous adhesive conforming to the requirements of Section 85 of the Caltrans Standard Specifications.
- e) Retroreflective markers and delineators shall be 3M type 290 series or approved equal and marked as abrasion resistant on the body of the marker, and shall conform to the requirements of Section 82 of the Caltrans

Standard Specifications, and the California MUTCD. Posts for retroreflective markers shall conform to the requirements of Section 82-1.02 of the Caltrans Standard Specifications. Target plates for markers shall conform to the requirements of Section 82-5 "Markers" of the Caltrans Standard Specifications. Reflectors for markers and delineators must consist of Type III or higher-grade retroreflective sheeting on the State Authorized Material List for signing and delineation materials and shall comply with requirements in the California MUTCD. Mounting hardware shall conform to the requirements of Section 82-5 "Markers" of the Caltrans Standard Specifications.

f) **Measurement and Payment**

**Bid Item #26 – Installation of Thermoplastic Markings**

The contract price shall be measured and paid on a per lump sum basis, as determined on the percentage of work completed by the City Project Manager at the time the progress payment is prepared.

The contract price(s) shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, establishing alignment and cat tracking, thermoplastic markings, such as crosswalks, limit lines, symbols & legends, repair of poor workmanship or damage, sweeping and clean up, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

**Bid Item #27 – Installation of Green Bike Lane**

The contract price shall be measured and paid on a per linear foot basis, regardless of the color or material of the markings, as determined on the actual length of work completed.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, establishing alignment and cat tracking, green bike lane, repair of poor workmanship or damage, sweeping and clean up, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.

**Bid Item #28 – Two-Way Reflective Pavement Marker**

The contract price shall be measured and paid on a per each unit basis as determined on the actual count of work completed.

The contract price shall include full compensation for performing the work specified in this section, and include full compensation for furnishing all

labor, materials, equipment and incidentals for doing all the work associated with this item, include, but not limited to: surface and site preparation, locate existing fire hydrants, two-way reflective marker, repair of poor workmanship or damage, sweeping and clean up, complete in place, as specified in the Specifications, and as directed by the City Project Manager, and no additional compensation will be allowed.



## EXHIBIT B TASK ORDER FORM

Fees will be established for each task and will be specific to each task order.

**CITY OF SANTA CLARA,  
AS REQUIRED ASPHALT REPAIR SERVICES  
BIDDING TASK ORDER REQUEST FORM**

**CONTRACT NO.:**

**PURCHASE ORDER NO.:**

**TASK ORDER NO.:**

**CITY PROJECT MANAGER:**

**DESCRIPTION OF WORK:**

**REQUIRED MOBILIZATION DATE:**

**TO BE COMPLETED BY CONTRACTOR:**

**CONTRACTOR NAME:**

**CONTRACTOR PROJECT MANAGER:**

**EMAIL:**

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Demobilization, and Site Cleanup	1	LS		
2	Construction Area Signs & Traffic Control	1	LS		
3	HMA Replacement (2-inch Depth)	28,000	SF		
4	HMA Replacement (4-inch Depth)	-	SF		
5	HMA Replacement (6-inch Depth)	24,000	SF		
6	HMA Replacement (8-inch Depth)	-	SF		
7	HMA Replacement (10-inch Depth)	-	SF		
8	HMA Replacement per nominal inch over 10-inches	-	SF per inch		
9	Type II Slurry Seal	36,000	SF		
10	Replacement of PCC Sidewalk	350	SF		
11	Replacement of PCC Curb & Gutter	60	LF		
12	Replacement of PCC Valley Gutter	-	SF		
13	Replacement of PCC Curb Ramp	-	EA		
14	HMA Deep lift Conform	60	LF		

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT COST	TOTAL COST
15	Replacement of Interlocking Concrete Pavers	-	SF		
16	Replace Water Valve Box to Grade	50	EA		
17	Adjust Sanitary Sewer Manhole Cover to Grade	-	EA		
18	Adjust Storm Drain Manhole Cover to Grade	-	EA		
19	Adjust Utility Box to Grade	-	EA		
20	Installation of Paving Mat	-	SF		
21	Replace Monument Box	-	EA		
22	New Monument Box & Reset Monument	-	EA		
23	New Monument Box over Existing Monument	-	EA		
24	Pre-construction & Post-construction Corner Record	-	EA		
26	Installation of Thermoplastic Markings	-	LS		
27	Installation of Green Bike Lane	-	LF		
28	Installation of Two-Way Reflective Pavement Marker	-	EA		
<b>TOTAL TASK ORDER BID AMOUNT</b>					

Consultant Representative Name:  
Consultant Representative Signature:  
Date:

Authorized City Representative:  
City Representative Signature:  
Date:

Authorized City Representatives include Water & Sewer Utilities Department Assistant Director, Water & Sewer Utilities Department Director

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$3,000,000 Each occurrence
  - \$3,000,000 General Aggregate
  - \$3,000,000 Products/Completed Operations Aggregate
  - \$3,000,000 Personal Injury
  - \$3,000,000 Project Aggregate
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than two million dollars (\$2,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than two million dollars (\$2,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. Products/completed operations coverage shall extend a minimum of three (3) years after project completion.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
4. If the insured is using subcontractors the Policy must include work performed “by or on behalf” of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor’s work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor’s insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor’s work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer’s equivalent (CGL);
4. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of

non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

- 5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

- 1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
- 2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.
- 3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.
- 4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in

compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.

5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.

11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.
14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.
15. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its



equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [\*insert City department name here]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **A. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

### C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.