



## AGENDA REPORT

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**Date:** December 6, 2016

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Approval of Agreement for the Performance of Services with SBV Concrete Inc. dba Valley Concrete, Inc. for Concrete Curb, Gutter, and Sidewalk Maintenance Services in the Amount Not to Exceed \$2,394,414 Over the Three-Year Term

### EXECUTIVE SUMMARY

The Public Works Department is responsible for maintaining concrete curb, gutter, and sidewalks in the public right-of-way. Over time, mature tree roots can cause sidewalks and gutter lines to get lifted out of alignment resulting in tripping hazards and ponding of water. The Public Works Department is also responsible for repairing concrete following the completion of encroachment permits to perform underground utility work and repair of hardscape (e.g. damage by vehicular accidents, water main leaks).

The majority of concrete curb, gutter, and sidewalk maintenance work is contracted out. The City's current agreement for concrete maintenance services with Valley Concrete expires on December 31, 2016. A competitive procurement process was conducted to engage a contractor to provide concrete repair services for a three-year term ending December 31, 2019. Valley Concrete was determined to be the lowest bidder of the three proposals received. Below is a cost summary of the proposals received to provide concrete curb, gutter, and sidewalk maintenance services over a three-year term.

Valley Concrete	\$2,394,414
JJR Construction:	\$2,535,655
Spencon:	\$3,210,630

A copy of the agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

### ADVANTAGES AND DISADVANTAGES OF ISSUE

The approval of this agreement will reduce the City's potential liability from trip and fall hazards and enable the department to complete encroachment permit work in a shorter amount of time.

### ECONOMIC/FISCAL IMPACT

The amount billed to the City for services covered over the three-year term of this agreement shall not exceed \$2,394,414, subject to budget appropriations. Sufficient funds to cover the FY 2016/17 expenditures are available in the Streets and Highways Fund's Sidewalk, Curb, and Gutter Repair Project (533-2911-80300-1382 - \$120,000) and Annual Street Maintenance and Rehabilitation Program (533-2911-80300-1356 - \$279,069) to cover services provided in FY 2016/17.

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## RECOMMENDATION

That the Council approve and authorize the City Manager to execute the Agreement for the Performance of Services with SBV Concrete Inc., dba Valley Concrete, Inc. for concrete curb, gutter and sidewalk maintenance services in the amount not to exceed \$2,394,414 over the three-year term, subject to budget appropriations.

For Batra

Director of Public Works/City Engineer

Certified as to Availability of Funds:

533-2911-80300-1382 \$ 120,000.00

533-2911-80300-1356 \$ 279,069.00

OK.4

APPROVED:

Rajeev Batra

Rajeev Batra

Acting City Manager

for Angela Kretsch

Gary Ameling

Director of Finance

MAJORITY VOTE OF COUNCIL

*Documents Related to this Report:*

- 1) *Agreement for the Performance of Services By and Between the City of Santa Clara and SBV Concrete, Inc., DBA Valley Concrete, Inc.*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SBV CONCRETE, INC., DBA VALLEY CONCRETE, INC.**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is by and between SBV Concrete, Inc., a California corporation dba Valley Concrete, Inc., with its principal place of business located at 1020 Ruff Drive, San Jose, CA 95110 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). 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 professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- 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 PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

**3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. 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 the Effective Date of this Agreement and terminate on December 31, 2019.

**6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If



any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**7. 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. Contractor's obligations to replace, correct, or remove defective work are described in further detail in section 11 of Exhibit A, "Scope of Services".

**8. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by 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. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**9. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**10. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**11. 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

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.

**14. 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.

**15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. 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.

**18. 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.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports 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.

**20. 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 three (3) 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 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.

**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of

Contractor. Contractor's obligations to replace, correct, or remove defective work are described in further detail in section 11 of Exhibit A, "Scope of Services".

**22. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

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 reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**24. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**27. 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.

**28. 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.

## **29. NOTICES.**

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

City of Santa Clara  
Attention: DPW – Street Division  
1700 Walsh Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 988-0237

And to Contractor addressed as follows:

Name: SBV Concrete, Inc., DBA Valley Concrete, Inc.  
Address: 1020 Ruff Drive  
San Jose, CA 95110  
or by facsimile at (408) 287-6095

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

## **30. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

## **31. LAW GOVERNING CONTRACT 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.

## **32. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.



- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

### **33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

### **34. LIQUIDATED DAMAGES.**

It is mutually agreed by Contractor and City that, in the event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond December 31, 2019, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the following amounts in liquidated damages: the sum of seventy-five dollars (\$75.00) per day for each and every calendar day such delay in completion of said Services continues beyond December 31, 2019; the sum of seventy-five dollars (\$75.00) per day for each and every calendar day of delay in replacing removed concrete within the same calendar week, per area of work not completed; and the sum of seventy-five dollars (\$75.00) per day for each and every calendar day of delay in bringing permanent asphalt pavement replacement to finish grade within 30 calendar days, per area of work not completed. In the event that said liquidated damages are not paid, Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

### **35. AFFORDABLE CARE ACT OBLIGATIONS**

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.

**36. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

**37. PREVAILING WAGES.**

A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.


B. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

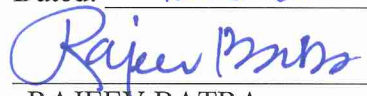
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

ATTEST:

  
\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

Dated: 12.8.16  
  
\_\_\_\_\_  
RAJEEV BATRA  
Acting City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**SBV CONCRETE, INC.,**  
a California corporation  
dba Valley Concrete, Inc.

Dated: 11/17/16  
By:   
\_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Teresa Arro  
Title: Operations Manager  
Local Address: 1020 Ruff Drive  
San Jose, CA 95110  
Email Address: [Teresa@valleyconcrete.com](mailto:Teresa@valleyconcrete.com)  
Telephone: (408) 287-6091  
Fax: (408) 287-6095

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
SBV CONCRETE, INC., DBA VALLEY CONCRETE, INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

**1. SCOPE OF WORK**

The Work under this Agreement is maintenance-type work and consists, in general, of the removal and replacement of existing portland cement concrete sidewalks, driveways, curb and gutters, straight and/or curved curb ramps, valley gutters, median island curb/curb and gutters, walkways, flat work, installation and/or replacement of interlocking concrete pavers, and replacement of asphalt concrete pavement adjacent to portland cement concrete work, as required. The Work may also include reconstructing catch basin tops, replacing curb face drains and installing tree root barriers. This is a prevailing wage project.

The majority of the Work consists of the removal and replacement of existing portland cement concrete sidewalks, driveways and curb and gutters where drainage problems exist or where displacements may have become a public safety hazard. The replacement improvements will be placed over existing base material, in most cases, or over new aggregate base material as directed by the Project Manager.

The Project is located at various streets in the City of Santa Clara (City). The Project Manager, whenever possible, will arrange the Work so that all of the work required to be done in a section of the City will be scheduled continuously. The intent of the scheduling will be to prevent the Contractor from having to unnecessarily move from one part of the City to another without having completed the work first assigned. Precise limits of work on each street shall be as directed and field-marked by the Project Manager.

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, applicable taxes to complete the Work.

Contractor shall complete the following work before December 31, 2019, and shall attend a required pre-construction meeting. The Work shall conform to the applicable provisions of the latest edition of State of California, Department of Transportation, Standard Specifications, (Standard Specifications) and Standard Plans (Standard Plans), and the City of Santa Clara Standard Details (Standard Details). Caltrans Standard Specifications are downloadable at their website: [www.dot.ca.gov](http://www.dot.ca.gov).

A. PORTLAND CEMENT CONCRETE CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAY:

i. SCOPE:

This item shall consist of constructing portland cement concrete (PCC) sidewalks, driveways, curb and gutters, straight and/or curved curb ramps, valley gutters, median island curb/curb and gutters, walkways, and other miscellaneous work as required by the Agreement. The work shall conform to the Standard Details and Section 73 of the Standard Specifications, insofar as it is applicable.

Sidewalk, curb and gutter sections shall be poured monolithically unless otherwise provided for in the Agreement or allowed by the Project Manager. All work shall utilize fixed forms.

All work involved in furnishing and constructing sidewalks, driveways, curb and gutters, straight and/or curved curb ramps, valley gutters, median island curb/curb and gutters, walkways, etc. shall be at the units of measurement shown in the Agreement. Payment for concrete shall be made at the bid price per unit of measure for the item and includes all costs of furnishing, placing, curing of concrete, and all incidentals thereto.

All removed PCC in a designated work area shall be replaced within the same calendar week of removal.

ii. MATERIALS:

PCC mix designs shall be submitted to the Project Manager for approval a minimum of one week in advance of use. If the concrete supplier has a City approved mix design on file, the contractor must provide documentation indicating the supplier and the mix number at least twenty-four (24) hours in advance of use. Unless otherwise noted in the Agreement, PCC shall be Class 2 concrete with Type II Modified cement conforming to Section 90 of the Standard Specifications. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard. All cementitious material shall be portland cement (no fly ash).

a. Portland Cement:

Unless otherwise specified in the Agreement, all cement used shall be of one brand, be Type II Modified, and shall conform to ASTM C150. Results from certified tests, made by a recognized testing laboratory, shall be furnished by the cement manufacturer on request of the Project Manager.

b. Aggregates:

Aggregates for concrete shall conform to Section 90 of the Standard Specifications. Combined aggregate grading shall conform to the one inch (1") maximum requirements of Section



90-1.02C(4) of the Standard Specifications.

- c. Water:  
Water for use in concrete mixes shall conform to Section 90-1.02D of the Standard Specifications. Water for subgrade preparation and aggregate base placement shall be from the City's potable water system, recycled water system, or another approved source. To use the City's potable/recycled water, the Contractor must obtain a water meter from the City Water and Sewer Utility and arrange payment for water used. Recycled water may be available through the City Water and Sewer Utility.
- d. Admixtures:  
No admixtures, accelerators, or retarders shall be allowed without the expressed approval of the Project Manager unless required in the Agreement. Submittals for use of admixtures, including a mix design incorporating the admixture, shall be made a minimum of one (1) week in advance of the actual use.
- e. Aggregate Base:  
Aggregate base shall be Class 2 Aggregate Base conforming to Section 26 of the Standard Specifications. Class 2 Aggregate Base shall be the three-quarter inch (3/4") maximum size material.
- f. Expansion Joints:  
Expansion joints shall consist of prepared strips of three-eighth inch (3/8") thick premolded joint filler conforming to ASTM D1751.
- g. Reinforcing Steel:  
Reinforcing steel shall conform to Section 52 of the Standard Specifications.

Contractor shall furnish to the Project Manager a Certificate of Compliance signed by the supplier of the plant mix portland cement concrete. Certificate of Compliance shall state that the concrete furnished complies in all respects with the requirements of the Agreement. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

iii. CONSTRUCTION METHODS:

- a. Subgrade Preparation:  
The existing material shall be excavated to the required depth per the Agreement. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of ninety five percent (95%) for a depth of six inches (6") as determined by ASTM Test Method No. 2922.

Subgrade preparation is required under new PCC sidewalks, driveways, curb and gutters, straight and/or curved curb ramps, valley gutters, median island curb/curb and gutters, walkways, flat work, interlocking concrete pavers and other locations as directed by the Project Manager.

Material below the original ground surface in excavation areas that is judged unsuitable for the planned use by the Project Manager shall be excavated and disposed of as directed by the Project Manager.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use as determined by the Project Manager. Such suitable material shall be placed and compacted in layers as noted in this Exhibit A.

The loose thickness of each layer of material before compaction shall not exceed eight inches (8") unless otherwise noted in the Agreement. The relative compaction of each layer shall not be less than 95%.

All areas to be filled shall have the existing surface excavated to a minimum depth of six inches (6") to remove all vegetable matter and/or other unsatisfactory material, as directed by the Project Manager.

Fill material shall be of a quality suitable for the purpose intended, free of vegetable matter or other unsatisfactory material. Clods or hard lumps of earth over six inches (6") in greatest dimension shall be broken up before compacting the material in embankment. Rocks over six inches (6") in greatest dimension shall be removed from fill material.

Placing fill shall be constructed in layers. The loose thickness of each layer of fill material before compaction shall not exceed eight inches (8").

The flat surfaces of all fill shall not vary more than half inch (1/2") from the design elevations.

At the time of compaction, the moisture content of fill material shall be such that the specified relative compaction will be obtained and the embankment will be in a firm and stable condition. Fill material, which contains excessive moisture, shall not be compacted until the material is dry enough to obtain the required compaction. Fill material shall not have moisture content greater than two percent (2%) above optimum. Work necessary to dry overly wet material shall be considered incidental and is included in the prices paid for other items of work involved and no

additional compensation will be allowed.

The grading plane shall be as indicated in the Standard Details or as indicated by the Project Manager. The subgrade, immediately prior to placing subsequent material thereon, shall be free of loose, deleterious and/or segregated material, shall be smooth and true to the required grade and cross sections, and shall not vary more than half inch (1/2") from the design elevation.

Immediately prior to the placement of aggregate base, the compacted subgrade shall be thoroughly moistened with water. Ponded water shall not be permitted.

Full compensation for subgrade preparation to be performed shall be considered as included in the prices paid for the various items of work involved and no additional compensation shall be allowed.

b. Aggregate Base Construction:

Aggregate base (AB) shall be spread on a prepared subgrade in conformance with the lines, grades and dimensions required in the Agreement. AB shall be installed to the thickness indicated on the plans, or if not specifically shown on the plans, to the thickness indicated in the Standard Details. AB shall be compacted to ninety percent (90%) relative compaction but shall not exceed ninety-two percent (92%). Immediately prior to placement of concrete, the aggregate base shall be thoroughly moistened to the satisfaction of the Project Manager. Ponded water shall not be permitted.

Where existing concrete sections are to be replaced, the existing base material may be reused subject to approval of the Project Manager. Additional excavation and additional material may be required to bring the aggregate base to the required thickness.

c. Forms:

Forms shall be smooth on the side placed next to the concrete, and shall have a true smooth upper edge and shall be sufficiently rigid to withstand the pressure and tamping of fresh concrete without distortion. Timber forms shall be free from warping or deformation.

All forms shall be thoroughly cleaned and coated with form oil to prevent the concrete from adhering to them.

The depth of forms for back of curbs shall be equal to the depth of the curb. The depth of face forms for concrete curbs shall be equal to the full face height of the curb. Forms shall be set carefully to alignment and grade and shall be held rigidly in place by stakes, spreaders, or clamps, and shall be braced so that no displacement will occur during the working of the concrete. For other than short

radius curves, timber forms shall be nominal two inch (2") stock.

All concrete placements shall be confined and no neat (earth confined) concrete placement shall be allowed. Concrete placement against existing asphaltic concrete paving shall not be allowed unless approved by the Project Manager.

d. Placement:

All PCC shall be used while fresh and before it has taken an initial set. Placement shall be in accordance with Section 90 of the Standard Specifications unless otherwise provided in the Agreement. Re-tempering any partially hardened concrete with additional water or by vibration, shall not be permitted.

Concrete shall be placed continuously between joints and brought to the required grade and section as the work progresses. Sidewalk and top of curb sections shall slope towards the street at a cross slope of one-quarter inch (1/4") per foot (2% maximum slope) unless otherwise specified in the Agreement or directed by the Project Manager. Sections not complying with said cross slope shall be removed and reconstructed as directed by the Project Manager at no additional cost to the City. Concrete shall be consolidated by vibrating and/or tamping.

e. Joints (Curb and Gutter):

Expansion joints shall be installed at each side of structures, at the ends of curb returns, and at locations specified in the Agreement. Weakened plane joints shall be constructed at ten feet (10') maximum intervals. Weakened plane joints shall be cut to a minimum depth of one inch (1") with a tool that leaves corners rounded and insures free movement of drain water across the joint. Weakened plane joints shall have a minimum width of one-eighth inch (1/8") and shall not exceed three-eighths inch (3/8"). Weakened plane joints and score marks shall be installed when the concrete is still plastic. Saw-cutting after the concrete sets will not be allowed unless specifically called for in the Agreement.

f. Joints (Sidewalk):

Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of sixty feet (60'), and at locations specified in the Agreement. Weakened plane joints shall be constructed at ten feet (10') maximum intervals and opposite weakened plane joints in adjacent curb. Joints shall be constructed at right angles to the line of the curb or radially on curves and curb returns and to the same depth and width as for curbs and gutter.

Score lines shall be constructed at five feet (5') intervals at right angles to the line of curb or radially for curves and curb returns. For sidewalk eight feet (8') or over in width, a score line parallel to the line of curb shall be constructed midway between back of curb and back of walk.

Score lines shall be made with a scoring tool that will make a rounded line of uniform maximum width and depth of three-eighths inch (3/8"). A score line parallel to the face of curb shall be constructed parallel to and six inches (6") from the face of curb.

g. Contact Joints:

Contact joints shall be used where concrete is to be poured adjacent to existing concrete or where cold joints are created due to breaks in the concrete pouring sequence. Reinforcing steel dowels are to be imbedded in holes drilled into the existing concrete using epoxy. See Standard Details for additional requirements for dowel connections.

h. Tolerance:

The top and face of curbs and gutter and the surface of sidewalks shall not vary more than one-fourth inch (1/4") from the edge of an eight feet (8') straight edge when placed against the surface, except at grade changes or curves. The flow line of gutters shall be built and finished to allow continuous flow of water and shall be tested with water prior to initial concrete set so that it does not stand more than one-fourth inch (1/4") deep at any location prior to final finishing. In no case will standing water be allowed in the flow line of the landing of a curb ramp.

i. Finish:

Fresh PCC shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float, troweled smooth with no rock pulls, and finished with a broom. The broom finish and texture of the concrete shall be a light to medium finish as approved by the Project Manager. Concrete adjacent to expansion joints shall be finished with an edger tool. Brooming of sidewalk and top of curb shall be transverse to the line of traffic. Brooming of gutters shall be in the direction of flow. Finish of curb ramps shall be as indicated in the Agreement.

j. Curing:

Curing of exposed concrete surfaces shall use curing compound in accordance with Section 90-1.01C(5) of the Standard Specifications and shall be applied in accordance with manufacturer's specifications. Water curing will not be allowed



except with the approval of the Project Manager.

After the concrete has cured for at least seven (7) days, any adjacent asphalt concrete pavement that has been removed shall be replaced with AC conforming to Section B of this Exhibit A.

iv. SIDEWALK (Item No. 1 in Exhibit B):

This item generally consists of the removal and reconstruction of sidewalk as directed in the field by the Project Manager. Installation of sidewalk shall be in accordance with Sections 1.A.i through 1.A.iii of this Exhibit A, the Standard Details, and as directed by the Project Manager.

Where directed by the Project Manager, Contractor shall excavate, grade, place and compact Class 2 AB under reconstructed sidewalk per Section 1.A.x of this Exhibit A.

Dowels are required wherever reconstructed sidewalk is connected to existing concrete street improvement per Section 1.A.xii of this Exhibit A or as directed by the Project Manager.

SIDEWALK shall be measured per square foot of placed concrete. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing concrete; grading, filling and consolidating of existing base materials; tree root pruning, if required; grading and backfill to conform replacement sidewalk to adjacent property; and cleanup. New base material for reconstructed sidewalk shall be measured and paid per Section 1.A.x of this Exhibit A. Dowel installation shall be measured and paid per Section 1.A.xii of this Exhibit A.

v. DRIVEWAY (Item No. 2 in Exhibit B):

This item generally consists of the removal and complete or partial reconstruction of driveway as directed in the field by the Project Manager. Installation of driveways shall be in accordance with Sections 1.A.i through 1.A.iii of this Exhibit A, the Standard Details, and as directed by the Project Manager.

Where directed by the Project Manager, Contractor shall excavate, grade, place and compact Class 2 AB under reconstructed driveway per Section 1.A.x of this Exhibit A.

Dowels are required wherever a reconstructed driveway or portion thereof is connected to existing concrete street improvement per Section 1.A.xii of this Exhibit A or as directed by the Project Manager.

The sidewalk apron behind and the depressed curb and gutter in front of the driveway apron are considered part of the driveway. If the curb and

gutter in front of the driveway apron is required to be removed, Contractor shall construct the lip of the reconstructed gutter to a uniform grade and alignment. The lip shall not be jagged or uneven. The finished gutter grade shall be such that no water shall pond in the gutter. To avoid sharp angles, curb corners at the gutter shall be rounded by hand to a smooth finish.

Contractor shall remove and replace an eighteen-inch (18") wide band of AC pavement along the entire length of the reconstructed gutter, per Section 1.B of this Exhibit A or as directed by the Project Manager.

DRIVEWAY shall be measured per square foot of placed concrete. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing concrete; grading, filling and consolidating of existing base materials; tree root pruning, if required; grading and backfill to conform reconstructed driveway to adjacent property; and cleanup. New base material for reconstructed driveway shall be measured and paid per Section 1.A.x of this Exhibit A. Dowel installation shall be measured and paid per Section 1.A.xii of this Exhibit A. Reinforcing bar installation shall be measured and paid per Section 1.A.xiii of this Exhibit A. The reconstructed asphalt pavement shall be measured and paid per Sections 1.B.iv and 1.B.v of this Exhibit A.

vi. CURB AND GUTTER (Item No. 3 in Exhibit B):

This item generally consists of removal and reconstruction of curb and gutter as directed in the field by the Project Manager. Installation of curb and gutter shall be in accordance with Sections 1.A.i through 1.A.iii of this Exhibit A, the Standard Details, and as directed by the Project Manager.

Where directed by the Project Manager, Contractor shall excavate, grade, place and compact Class 2 AB under reconstructed curb and gutter per Section 1.A.x of this Exhibit A.

Dowels are required wherever reconstructed curb and gutter is connected to existing curb and gutter per Section 1.A.xii of this Exhibit A or as directed by the Project Manager.

Contractor shall construct the lip of the reconstructed gutter to a uniform grade and alignment. The lip shall not be jagged or uneven. The finished gutter grade shall be such that no water shall pond in the gutter. To avoid sharp angles, curb corners at the gutter shall be rounded by hand to a smooth finish.

The Contractor shall run a gutter water test on all reconstructed curb and gutters to demonstrate that the gutters flow as directed. Contractor shall correct all failed areas as directed by the Project Manager at no cost to the City.

Contractor shall remove and replace an eighteen-inch (18") wide band of AC pavement along the entire length of the reconstructed gutter, per Section B of this Exhibit A or as directed by the Project Manager.

CURB AND GUTTER shall be measured per linear foot of replaced concrete. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing concrete; grading, filling and consolidating of existing base materials; tree root pruning, if required; grading and backfill to conform reconstructed curb and gutter to adjacent property; and cleanup. New base material for reconstructed curb and gutter shall be measured and paid per Section 1.A.x of this Exhibit A. Dowel installation shall be measured and paid per Section 1.A.xii of this Exhibit A. The reconstructed asphalt pavement shall be measured and paid per Sections 1.B.iv and 1.B.v of this Exhibit A.

vii. CURB RAMP (Item No. 4 in Exhibit B):

This work consists of the installation of curb ramp per Details ST-9 to ST-11 of the Standard Details. Installation of curb ramp shall be in accordance with Sections 1.A.i through 1.A.iii of this Exhibit A, the Standard Details, and as directed by the Project Manager.

The limit of concrete removal shall be between lip of gutter and back of sidewalk and/or to the limit necessary to accommodate proposed construction as shown on the Standard Details, as specified in this Exhibit A, and as directed by the Project Manager.

Where an existing weakened plane joint, score mark, or expansion joint is within two feet (2') of the boundary of the proposed curb ramp, removal limit shall be at the existing weakened plane joint, score mark, or expansion joint. Precise removal limit shall be as directed by the Project Manager in the field.

Where an existing weakened plane joint, score mark, or expansion joint is greater than two feet (2') from the boundary of the proposed curb ramp, removal limit shall be at the boundary of the proposed curb ramp. Saw-cutting through and removal of the full depth of the concrete shall be done without damage to the remaining concrete.

Where existing catch basin or utility pole are adjacent to or at the center of curb return, extreme care shall be taken to protect catch basin and utility pole in place. Remove concrete as needed to construct entire ramp as shown on the Standard Details and specified in this Exhibit A. Hand tools are recommended and dowels may be required by the Project Manager. Damage to any part of catch basin or utility pole shall be restored or replaced, per City Standards and as directed by the Project Manager, by the Contractor at no cost to the City.

Curb ramp shall be placed on new Class 2 AB material per Section 1.A.x of this Exhibit A or as directed by the Project Manager. Contractor shall excavate, grade and install four inches (4") of AB under all new curb ramps and sidewalks; excavate, grade and install six inches (6") of AB under all new curbs and gutters, or as directed by the Project Manager. The AB shall be included in the unit bid prices for the curb ramps.

Once the existing concrete is removed, the Contractor shall diligently prosecute the work so that the concrete curb ramp is in place within five (5) working days. As excavated sidewalks pose a hazard, unnecessary delays shall not be tolerated.

Curb ramps, landings and cut-thrus shall have a detectable warning surface and shall conform to the details shown on the Plans and comply with the Americans with Disabilities Act Accessibility Guidelines (current version) requirements. Detectable warning surface shall consist of raised truncated domes on reinforced concrete panels that extend the full width of the ramp, landing or cut-thru, and three feet (3') depth of the ramp, landing or cut-thru. Panels shall be cut, as shown on the Plans, to fit the landing shape. Partially-saw-cut domes shall be removed from the panels prior to cementing panels onto the landing. The edge of the detectable warning surface nearest the street shall be between six inches (6") and eight inches (8") from the gutter flowline, unless shown otherwise on the Standard Details.

The detectable warning surfaces shall be 'Safety Yellow' colored CASTinTACT™ concrete panels, distributed by ADA Concrete Domes (16788 Placer Hills Road or P.O. Box 1440, Meadow Vista, CA 95722, Telephone: 530-878-2440), or approved equal.

Panels shall be installed according to manufacturer's installation procedure to ensure proper adherence and elimination of voids under the panels.

Dowels are required wherever new curb ramps, reconstructed or new curb and gutter and sidewalk is connected to existing concrete improvements, per Section 1.A.xii of this Exhibit A, or as directed by the Project Manager.

Contractor shall remove and replace an eighteen-inch (18") wide band of AC pavement along the entire length of the reconstructed gutter per Section 1.B of this Exhibit A or as directed by the Project Manager.

Contractor shall construct the lip of the reconstructed gutter to a uniform grade and alignment. The lip shall not be jagged or uneven. The finished gutter grade shall be such that no water shall pond in the gutter. To avoid sharp angles, curb corners at the gutter shall be rounded by hand to a smooth finish.

The Contractor shall run a gutter water test on all new curb ramps to demonstrate that the gutters flow as directed. Contractor shall correct all failed areas as directed by the Project Manager at no cost to the City.

CURB RAMP will be measured by the unit from actual count. The work includes, but is not limited to, the curb and gutter section in front of the curb ramp and curb at the back of the curb ramp, if applicable. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, complete in place, including removal, hauling, and disposal of existing concrete; surface preparation; tree root pruning, if required; furnishing, spreading and compacting aggregate base; installation of dowels and detectable warning surfaces; relocating street signs; grading and backfill to conform new or replacement curb ramp/sidewalk to adjacent property; and cleanup. No additional compensation is allowed.

viii. VALLEY GUTTER (Item No. 5 in Exhibit B):

This item generally consists of removal and reconstruction of valley gutter per Detail ST-13 of the Standard Details and as directed in the field by the Project Manager. Installation of valley gutter shall be in accordance with Sections 1.A.i through 1.A.iii of this Exhibit A, the Standard Details, and as directed by the Project Manager.

Contractor shall excavate, grade, place and compact Class 2 AB under all reconstructed valley gutters where directed by the Project Manager, per Section 1.A.x of this Exhibit A.

Dowels are required wherever reconstructed valley gutter is connected to any existing gutter per Section 1.A.xii of this Exhibit A or as directed by the Project Manager.

Contractor shall construct the lip of the reconstructed valley gutter to a uniform grade and alignment. The lip shall not be jagged or uneven. The finished valley gutter grade shall be such that no water shall pond in the gutter. To avoid sharp angles, curb corners at the gutter shall be rounded by hand to a smooth finish.

The Contractor shall run a gutter water test on all reconstructed valley gutters to demonstrate that the gutters flow as directed. Contractor shall correct all failed areas as directed by the Project Manager at no cost to the City.

Contractor shall remove and replace an eighteen-inch (18") wide band of AC pavement along the entire length of the reconstructed gutter/valley gutter, per Section B of this Exhibit A or as directed by the Project Manager.

VALLEY GUTTER shall be measured per square foot of placed concrete.



Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing concrete, grading, filling and consolidating of existing base materials, tree and root pruning, backfill and cleanup. New base material for reconstructed valley gutter shall be measured and paid per Section 1.A.x of this Exhibit A. Dowel installation shall be measured and paid per Section 1.A.xii of this Exhibit A. The reconstructed asphalt pavement shall be measured and paid per Sections 1.B.iv and 1.B.v of this Exhibit A.

ix. MEDIAN ISLAND CURB/CURB AND GUTTER (Item No. 6 in Exhibit B):

This item generally consists of removal and reconstruction of median island curb/curb and gutter per Detail ST-13 of the Standard Details and as directed in the field by the Project Manager. Installation of median island curb/curb and gutter shall be in accordance with Sections 1.A.i through 1.A.iii of this Exhibit A, the Standard Details, and as directed by the Project Manager.

Contractor shall excavate, grade, place and compact Class 2 AB under all reconstructed median island curb/curb and gutter where directed by the Project Manager, per Section 1.A.x of this Exhibit A.

Dowels are required wherever reconstructed median island curb/curb and gutter is connected to existing median island curb/curb and gutter, per Section 1.A.xii of this Exhibit A or as directed by the Project Manager.

Contractor shall construct the lip of the reconstructed gutter to a uniform grade and alignment. The lip shall not be jagged or uneven. The finished gutter grade shall be such that no water shall pond in the gutter. To avoid sharp angles, curb corners at the gutter shall be rounded by hand to a smooth finish.

Contractor shall remove and replace an eighteen-inch (18") wide band of AC pavement along the entire length of the reconstructed gutter, per Section 1.B of this Exhibit A or as directed by the Project Manager.

MEDIAN ISLAND CURB/CURB AND GUTTER shall be measured per linear foot of placed concrete. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing concrete, grading, filling and consolidating of existing base materials, tree and root pruning, backfill and cleanup. New base material for reconstructed median island curb/curb and gutter shall be measured and paid per Section 1.A.x of this Exhibit A. Dowel installation shall be measured and paid per Section 1.A.xii of this Exhibit A. The reconstructed asphalt pavement shall be measured and paid per Sections 1.B.iv and 1.B.v of this Exhibit A.

x. AGGREGATE BASE (Item No. 7 in Exhibit B):

This work shall consist of furnishing, spreading, and compacting AB as specified in the Agreement. The work shall conform to Section 26 of the Standard Specifications except as indicated in the Agreement.

Unless otherwise specified in the Agreement, the material shall be Class 2 AB conforming to Section 26 of the Standard Specifications. Class 2 AB shall be the three-quarter inch ( $\frac{3}{4}$ " ) maximum size material.

AB is required under reconstructed PCC sidewalks, driveways, curb and gutters, straight and/or curved curb ramps, valley gutters, median island curb/curb and gutters, walkways, flat work, interlocking concrete pavers and other locations as directed by the Project Manager. This Section also applies to any additional aggregate base material necessary to bring the existing base material to the required thickness or to the required grade.

Water for dust control, general cleaning, moistening and compaction shall be from the City's potable water system, the recycled water system, or another approved source. Prior to use of the City's potable water, the Contractor must obtain a portable water meter from the City Water and Sewer Utility and arrange payment for water used. Recycled water may be available through the City Water and Sewer Utility subject to their requirements and fees.

AB shall be spread on a prepared subgrade in conformance with the lines, grades and dimensions required in the Agreement. AB shall be installed to the thickness indicated on the plans, or if not specifically shown on the plans, to the thickness indicated in the Standard Details. AB shall be compacted to ninety percent (90%) relative compaction but shall not exceed ninety-two percent (92%). Immediately prior to placement of concrete, the aggregate base shall be thoroughly moistened to the satisfaction of the Project Manager. Ponded water shall not be permitted.

The surface of the finished AB at any point shall meet the design grade indicated in the Agreement or as established by the Project Manager with an allowed tolerance of not more than 0.04 feet above or below the indicated grade.

AGGREGATE BASE shall be measured per cubic yard of the calculated aggregate base material placed, complete in place. The assumed unit weight of aggregate base in place is 122 lbs/cubic foot. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including spreading and compacting of existing or additional aggregate base materials.

xi. CONCRETE SAW-CUTTING (Item No. 8 in Exhibit B):

This item generally consists of saw-cutting of existing concrete to the full depth to allow for the complete removal of concrete curbs, curb and gutter, sidewalk, driveway or any flat work as directed in the field by the Project Manager. Neat saw-cuts shall be used wherever decorative concrete, exposed aggregate, pavers, or brick need to be removed to replace sidewalk, flatwork, or curb ramp. Contractor shall protect in place all such material(s), and replace in kind or better any such material(s) that is damaged during construction at the expense of the Contractor.

**When making saw-cuts in concrete, use as little water as possible.**

During saw cutting, cover catch basins using control measures, such as filter fabric, sand/gravel bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the entire opening should be covered with filter fabric.

All liquid used to facilitate saw-cutting shall be vacuumed immediately and not allowed to dry in place. Disposal of collected liquids/solids shall be according to Best Management Practices.

CONCRETE SAW-CUTTING shall be measured per linear foot of saw-cut. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to saw-cut pavement areas marked out by the Project Manager and to comply with State and local Storm Water Pollution Prevention regulations.

xii. **DOWEL INSTALLATION (Item No. 9 in Exhibit B):**

This item generally consists of furnishing and placing #4 steel dowels per Detail ST-18 of the Standard Details, and in locations as determined in the field by the Project Manager. Dowels are required wherever new or reconstructed concrete curb, curb and gutter, sidewalk or driveway is connected to existing concrete curb, curb and gutter, sidewalk or driveway. Dowels must be installed to have a tight fit or be set in grout.

DOWEL INSTALLATION shall be measured per unit from actual count of dowel installed, complete and in place. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work.

xiii. **FURNISH AND PLACE No. 4 REBAR (Item No. 10 in Exhibit B):**

This item generally consists of furnishing and placing ASTM A615, grade 40 reinforcing steel in commercial driveway construction per Detail ST-8 of the Standard Details, and in locations as determined in the field by the Project Manager.

FURNISH AND PLACE No. 4 REBAR shall be measured per linear foot of reinforcing bar installed, complete and in place. Payment shall include

all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work.

B. ASPHALT CEMENT PAVEMENT:

i. SCOPE:

This work shall conform to Section 39, Section 92, and Section 94, of the Standard Specifications, with the exceptions noted in this Exhibit A.

The work shall include saw-cutting of asphalt pavement, removal of asphalt and affected base and subgrade material, if required, and replacement of asphalt as specified in this Exhibit A and as directed by the Project Manager.

All asphalt replacement shall be completed and brought to finish grade with AC within thirty (30) calendar days of removal.

ii. MATERIALS:

a. Mineral Aggregate:

Course aggregate shall be clean, hard, tough, durable and sound. It shall be of a uniform nature and free from organic impurities or other deleterious substances. Fine aggregate shall consist of hard, durable, and sound sand. Separation of the natural material passing the No. 4 sieve from the crushed material passing the No. 4 sieve is NOT required.

When the combined grading of the course and fine aggregates is deficient in material passing the No. 200 sieve, a commercial filler may be added in conformance with Subsection 39-2.03 of the Standard Specifications.

The combined mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, shall conform to the following gradation when determined by Test Method No. Calif. 202:

<u>Sieve Size</u>	<u>Base Course</u> <u>3/4" Maximum</u>	<u>Surface Course</u> <u>1/2" Maximum</u>
1"	100	---
3/4"	95 - 100	100
1/2"	75 - 90	95 - 100
3/8"	65 - 80	80 - 95
No. 4	45 - 60	55 - 72
No. 8	30 - 45	38 - 55
No. 30	20 - 30	20 - 35
No. 200	3 - 7	4 - 9

- b. Asphalt:  
Bituminous binder shall be Performance Grade PG 70-10 asphalt conforming to Section 92 of the Standard Specifications. Certification of the above shall be furnished to the Project Manager.

The exact amount of asphalt binder shall be determined as provided in Section 39-2.01 of the Standard Specifications except that the Contractor shall determine the quantity of asphalt binder per Calf. 367 and submit the mix design to the Project Manager for approval.

Contractor shall furnish to the Project Manager a Certificate of Compliance signed by the supplier or manufacturer of the plant mix asphalt concrete. Certificate of Compliance shall state that the asphalt concrete furnished comply in all respects with the requirements of the Agreement. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

iii. CONSTRUCTION METHODS:

Contractor shall remove and replace an eighteen-inch (18") wide band of AC pavement along the entire length of the new gutter unless otherwise directed by the Project Manager. Saw-cutting shall be used to remove the AC pavement. The removal depth shall be to the AB material on streets with AC pavement four inches (4") thick or less. The removal depth shall be two inches (2") on streets with AC pavement greater than four inches (4") thick.

If the Contractor opts to have the City remove and replace the AC pavement adjacent to the new gutter, the Contractor shall saw-cut the AC pavement to the following requirements: for asphalt pavements up to six inches (6") thick, the saw-cut is expected to be made to the full depth of the asphalt layer; for asphalt pavements more than six inches (6") thick, the saw-cut is expected to be made to the depth six inches (6") below the top of the asphalt layer.

**When making saw-cuts in pavement, use as little water as possible.**  
During saw cutting, cover catch basins using control measures, such as filter fabric, sand/gravel bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the entire opening should be covered with filter fabric.

All liquid used to facilitate saw-cutting shall be vacuumed immediately and not allowed to dry in place. Disposal of collected liquids/solids shall be according to Best Management Practices.

All asphalt replacement area finish surfaces must be smooth, uniform and match existing grades. Application of asphalt and asphaltic emulsion must be neat, with surrounding areas kept clean.

All asphalt improvement areas must be within .10 feet of finish grade at the end of each work day, and top lift must be in place within five working days. No open trenches will be allowed overnight. All asphalt repair areas shall be open to traffic no later than 4:30 p.m. unless authorized by the Project Manager.

iv. ASPHALT SAW-CUTTING (Item No. 11 in Exhibit B):

ASPHALT SAW-CUTTING shall be measured per linear foot of saw-cut. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to saw-cut pavement areas marked out by the Project Manager and to comply with State and local Storm Water Pollution Prevention regulations.

v. ASPHALT REMOVAL AND REPLACEMENT (Item No. 12 in Exhibit B):

ASPHALT REMOVAL AND REPLACEMENT shall be measured per the theoretical weight, in tons, of the calculated asphalt replacement, complete in place. The assumed unit weight of asphalt in place is 148 lbs/cubic foot. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary complete the work.

C. OTHER WORK:

i. INTERLOCKING CONCRETE PAVERS:

Interlocking concrete pavers shall be whole, sound, and uniform in quality. Pavers shall be Pacific Interlock Pavingstone "Holland (60 mm)" gray, or approved equal. Paver edging shall be Brickstop Corporation "BrickStop 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.

The percentage composition by weight of the bedding sand shall conform to the following grading:

<u>Sieve Size</u>	<u>Percentage Passing</u>
3/8"	100
No. 4	95 - 100
No. 8	85 - 100
No. 16	50 - 85
No. 30	25 - 60

No. 50	0 – 30
No. 100	2 - 10

Sand joint filler shall be Plaster sand per the paver manufacturer's recommendations.

Locations for interlocking concrete paver installation or re-leveling of existing pavers will be determined by the Project Manager.

For new installation, remove existing sidewalk or street improvement, and if needed, remove and replace the curb and gutter. Confirm that the subgrade and aggregate base are at constant and proper grades before beginning the work.

Place the sand leveling course to a uniform depth of approximately one inch (1") to one-and-a-half inches (1-1/2"), as required to ensure flush finish with adjacent sidewalk and top of curb after pavers are installed and vibrated in place.

Clean pavers of all foreign material before installing. Start installation parallel to face of curb as approved by the Project Manager and proceed forward over the undisturbed sand leveling course with pavers placed in the directed pattern. Cut pavers to conform to the concrete edge without gaps. Pavers shall be cut clean and uniform with a masonry saw.

Install pavers plumb and true to line and grade to coincide and align with adjacent work and elevations. Install pavers hand-tight on the undisturbed sand leveling course, using string lines to hold pattern lines true.

Edging shall be secured at a minimum of twelve-inch (12") intervals using eight-inch (8") to ten-inch (10") spikes, as recommended by the manufacturer. Contractor to provide product submittals for approval prior to installation.

Use a plate vibrator to compact the pavers and to vibrate the sand up into the joints between the stones. Spread Plaster sand over the installed and approved pavers and vibrate into the joints between the pavers. Sweep excess sand into the joints or dispose of from surface areas and wash with a light spray to insure full joints.

In locations requiring re-leveling only, remove the existing pavers and remove the cause of unevenness. After re-conforming the sand leveling course, replace with existing pavers or with new pavers as directed by the Project Manager.

Perform the work under this Section so as to keep affected portions of the site neat, clean and orderly. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work.

ii. INTERLOCKING CONCRETE PAVERS - NEW INSTALLATION  
(Item No. 13 in Exhibit B):

This item generally consists of the new installation of interlocking concrete pavers as directed in the field by the Project Manager. The work shall be in accordance with Section 1.C.i of this Exhibit A and the Standard Details.

INTERLOCKING CONCRETE PAVERS - NEW INSTALLATION shall be measured per square foot of pavers installed, complete and in place. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including subgrade preparation; tree root pruning, if required; installing paver edging, if required; spreading and leveling of sand leveling course; grading and backfill to conform new or replacement interlocking concrete pavers to adjacent property; and cleanup. New aggregate base material shall be measured and paid per Section 1.A.x of this Exhibit A.

iii. INTERLOCKING CONCRETE PAVERS - REINSTALLATION (Item No. 14 in Exhibit B):

This item generally consists of the re-leveling of existing interlocking concrete pavers as directed in the field by the Project Manager. The work shall be in accordance with Section 1.C.i of this Exhibit A and the Standard Details.

INTERLOCKING CONCRETE PAVERS - REINSTALLATION shall be measured per square foot of pavers reinstalled, complete and in place. Payment shall include 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.

iv. PARK STRIP/MEDIAN ISLAND IMPROVEMENTS REMOVAL (Item No. 15 in Exhibit B):

This work includes breaking up, loading and hauling away of portland cement concrete, asphalt, brick or other materials in areas such as park strips and median islands as directed in the field by the Project Manager. This work shall also include placing and grading backfill to a plane even with the top of the existing improvements. Reconfiguration or modification of irrigation facilities, if needed, will be done by others.

PARK STRIP/MEDIAN ISLAND IMPROVEMENTS REMOVAL shall be measured per square foot of removed area. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including protection in place or



replacement of existing irrigation facilities; and cleanup.

v. CATCH BASIN TOP REMOVAL AND RECONSTRUCTION (Item No. 16 in Exhibit B):

This item generally consists of the removal and reconstruction of catch basin top as directed in the field by the Project Manager. The damaged catch basin shall be reconstructed per Details SD-2 to SD-6 of the Standard Details, as applicable. The existing hood, frame and grate shall be salvaged, cleaned and reused. The limits of removal and replacement for consideration will be to the edges of the inlet apron and to the construction joint of the catch basin walls, which are about 24 inches below the top of curb. Contractor shall furnish and install concrete, dowels, reinforcing bars, and aggregate base for this work per Section A of this Exhibit A.

CATCH BASIN TOP REMOVAL AND RECONSTRUCTION shall be measured per unit from actual count of catch basin repaired, complete and in place. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing concrete; formwork; furnishing and placing concrete, dowels, and rebar; grading, filling and consolidating of existing base materials; grading and backfill to conform to adjacent improvements and/or property; hauling and disposal of surplus materials; and cleanup. No additional compensation is allowed.

vi. FURNISH AND INSTALL 3" Ø STEEL PIPE (Item No. 17 in Exhibit B):

This item generally consists of the installation of three-inch (3") diameter galvanized steel pipe for curb face drainage outlets per Detail SD-1 of the Standard Details, and other locations as directed by the Project Manager. FURNISH AND INSTALL 3" Ø STEEL PIPE shall be measured per linear foot of pipe installed, complete in place. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work.

vii. FURNISH AND INSTALL 4 X 4 10/10 WELDED WIRE MESH (Item No. 18 in Exhibit B)

This item generally consists of the installation of 4" X 4" – W1.4 X W1.4 (10 X 10 Gauge) welded wire mesh for curb face drainage outlets per Detail SD-1 of the Standard Details, and other locations as directed by the Project Manager. FURNISH AND INSTALL 4 X 4 10/10 WELDED WIRE MESH shall be measured per square foot of welded wire mesh installed, complete in place. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work.

viii. FURNISH AND INSTALL TREE ROOT BARRIER (Item No. 19 in Exhibit B)

This item generally consists of the installation of tree root barrier as directed in the field by the Project Manager. FURNISH AND INSTALL TREE ROOT BARRIER shall be measured per linear foot of tree root barrier installed, complete in place. Payment shall include all costs necessary for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work, including removal, hauling, and disposal of existing improvements impacted by this work; excavation of the required trench; tree root pruning, if required; grading and backfill to conform to adjacent improvements and/or property; and cleanup.

D. TREE ROOTS AND TREE DAMAGE:

Contractor shall notify the Project Manager of any tree roots discovered during the preparation of subgrade and/or aggregate base where work occurs adjacent to or over tree roots. Tree root removal, regardless of size, shall be decided by the Arborist employed by the City. Contractor shall coordinate tree root pruning, if needed, with the City Tree Foreman at 408-615-3080. Provide notification a minimum of two working days prior to start of work. Tree root removal can be achieved by use of a Vermeer root cutter or approved equal, and may occasionally be done by sawing manually or by using small powered hand tools. In any case, the method of removal shall be determined by the Arborist employed by the City. Payment for this work shall be considered as included in the price for removal and replacement.

E. EXISTING IMPROVEMENTS:

Where irrigation systems, landscaping, fences, mailboxes, signs, and other improvements exist adjacent to the work, the Contractor shall use reasonable caution to ensure that no damage is caused. If damage to these improvements does occur, the Contractor shall replace in kind or with an acceptable substitute, at his expense.

When repairs to sidewalks and driveways adjacent to property line occur, there may be instances where on-site flat work (driveways and walkways) on private property will:

1. Interfere with the repair of existing public improvements.
2. Be incompatible with the new sidewalk, curb and gutter grades.
3. Be out of repair to the extent that the hardscape is hazardous to pedestrian traffic.
4. Present a restriction to the street tree's natural growing space.

In these situations, it may become necessary for Contractor to remove and replace portions of the on-site flat work. The costs for the removal and replacement of private PCC improvements will be paid at contract unit prices. The costs for removal and replacement of private improvements other than PCC and/or asphalt will be negotiated on a case by case basis with the Project Manager. On-site removal and replacement will be only as directed by the Project Manager and no extension of quantities will be allowed without prior approval.

For decorative hardscape and landscape areas (park strip PCC, mow strips, etc.) the cost for the replacement of voluntary and private improvements within the public right-of-way shall remain the sole responsibility of the abutting property owner. In no instance shall the replaced hardscape be within three feet (3') of the base of any street tree, or in any way present a restriction to the natural growth of the street tree, or interfere with any public utility within the park strip. All such work shall require a permit from the City separate from this project.

Improvements to minor median islands may require the removal of temporary median curbs. Temporary median curbs are attached mechanically with bolts and/or adhesive. Contractor shall remove, haul and dispose prior temporary median curbs as directed in the field by the Project Manager prior to placing concrete.

F. CLEANUP AND BACKFILLING:

The construction area shall be kept neat and safe. Forms shall be removed from the edge of portland cement concrete within two (2) days and be kept in neat piles, not scattered about, and nails in boards shall be turned under, bent over, or removed. Removed nails shall be cleaned up and removed from site.

After forms are removed, PCC edges shall be backfilled and raked smooth with clean and suitable topsoil. Said topsoil material shall also be used to backfill and bring to an acceptable grade area where PCC or other paving material is removed, but not replaced.

The Contractor shall clean all areas occupied by him in connection with the work, and the entire area shall be left in a neat, clean and presentable condition, within seven days of completion. Any residue left from saw-cutting operations shall be cleaned and removed per State and local Storm Water Pollution Prevention regulations. All cleanup shall be performed as required by the Project Manager.

G. TRAFFIC CONTROL:

i. SCOPE:

The City restricts routing of construction traffic and construction vehicles and equipment parking. The Contractor's attention is directed to Section 7-1.03, Public Convenience, Section 7-1.04, Public Safety, and Section 12: Temporary Traffic Control, of the Standard Specifications. The Contractor shall furnish and install construction area signs, and remove

these when no longer required. The Contractor shall also supply and install all traffic control devices (including all warning, regulatory, and guide signs) required for the Project. The City will not furnish signs nor any other traffic control devices for the Project.

All traffic control devices shall conform to the latest Manual On Uniform Traffic Control Devices (California MUTCD) issued by State of California, Department of Transportation.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, Public Safety, of the Standard Specifications.

The work covered in this Section is a non-bid item, and the cost to perform this item is incidental to other items of work.

ii. CONSTRUCTION AREA SIGNS:

The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. Such signs are shown in or referred to in the California MUTCD.

The Contractor is responsible for proper placement and maintenance of all signs and barricades. Any additional signs, barricades, lights, etc., that may be required by the Project Manager to ensure public safety shall be installed and maintained by the Contractor.

Since the Work is anticipated to be completed in a very short period of time and within specific locations, only temporary signage on weighted barricades and post bases are required for stationary signs. No excavation for signage shall be required.

iii. TRAFFIC CONTROL AND DETOUR PLAN:

The Contractor shall submit for review and approval a Traffic Control and Detour Plan to the Project Manager for any concrete work requiring a lane closure and/or detour. Submit said plan a minimum of two (2) full working days prior to the start of work. The plan must be approved by the Project Manager prior to any mobilization of traffic control devices. The plan shall include (where necessary) lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work, as well as where Contractor plans to park construction vehicles and equipment, and other matters which might be important to the safe movement of traffic. The plan shall also indicate placement and type

of warning signs, lights, devices, flag persons; and have a schedule for implementation.

The plan shall be in a minimum 11" x 17" CAD format. Provide four (4) copies after approval.

iv. TRAFFIC CONTROL:

It is imperative that field traffic control be handled in such a manner as to adequately and safely direct all traffic movements in the Project area. The Contractor shall not be allowed to proceed with construction at any time that, in the opinion of the Project Manager, traffic control is inadequate to meet the field conditions. Traffic control measures, in addition to those indicated on the approved traffic control plans, may be required as field conditions dictate.

On-street parking shall be provided on at least one side of the street in the project area at all times except during actual construction hours.

Areas to be posted with "No Parking" signs must be verified as correct by the City Police Department. Signs must be verified by the Police Department and posted a minimum of forty-eight (48) hours prior to the start of construction in each area requiring parking restrictions. "No Parking" signs shall be placed at 50-foot maximum intervals or as directed by the City Police Department. Postings shall be on street barricades only. The City Police Department's verification number is (408) 615-4760. A limited number of temporary "No Parking" signs may, at the sole discretion of the Project Manager, be furnished to the Contractor by the City. The Contractor is responsible for contacting the Police Department to request tow-away service, if required.

The Contractor shall notify City of Santa Clara Police Department Communications at 408-615-5580 and Valley Transportation Authority at 408-321-5555 of any work approved by the City requiring a lane closure or detour or impacting bus stops at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall follow City requirements relative to keeping the working area clear of parked vehicles.

The Contractor shall conduct his operations as to cause the least possible obstruction and inconvenience to both vehicular and pedestrian traffic.

v. STREET LANE AND SIDEWALK CLOSURES:

Below are specific lane and sidewalk closure requirements and restrictions which shall apply unless specifically modified by an approved Traffic Control and Detour Plan. Said plan may be reviewed or modified by the Project Manager at any time when, in the opinion of the Project Manager,

changes are necessary to provide for the safety, health, welfare, or convenience of the public.

a. Street Lane Closures:

Contractor shall provide continuous pedestrian traffic access. All traffic lanes shall remain open between the hours of 6:00-9:00 a.m. and 3:30-7:00 p.m. Lanes may individually be closed between 9:00 a.m. and 3:30 p.m. Maintain two-way traffic (one lane for each direction or movement) at all times in a condition satisfactory to the Project Manager. The full width of the traveled way shall be open for use by public traffic beginning at 3:00 p.m. Fridays, and all day on Saturdays, Sundays, designated City holidays, and when construction operation are not actively in progress on work days.

Residents along the road or street shall be provided passage. Convenient access to driveways, houses, and buildings along the road or street shall be maintained. Temporary crossings shall be provided and maintained in good condition.

b. Sidewalk Closures:

Contractor must comply with all City regulations before closing sidewalks.

1. Where walks, pathways, or access ways are closed by the Work, an ADA compliant, alternate walkway shall be provided, preferably within the immediate location of the pathway or access to be closed. Where it is necessary to divert pedestrians into a major detour and/or into a parking lane or traffic area, at no time shall pedestrians be diverted into a portion of a street used for vehicular traffic. Any deviation from the above must have prior approval of the Project Manager.
2. At locations where adjacent alternate walkways cannot be provided (i.e., where no pathway or access is available within the immediate location of the interruption) ADA compliant detours shall be clearly planned, marked, and constructed. Appropriate signs and barricades must be installed at the limits of construction and in advance of the closure (or detour) in order to divert pedestrians to the appropriate walkway or detour.
3. Contractor shall provide sufficient signage, indicating by way of arrows & text, pedestrian route closures, and new pathways and detours required for alternate pedestrian routes around the construction. Alternate pedestrian routes, final sign configuration, the exact wording of the base sign & all mounting locations shall be approved by the City.

Contractor must plan, schedule, apply for, coordinate and implement all necessary street closures or diversions. Contractor shall take all necessary precautions to protect the public from construction activities. Minimum requirements for the directional signage & related signage must comply with City traffic regulations. Contact the City Traffic Project Manager at (408) 615-3000 for more information regarding traffic regulations and requirements.

All open trenches must be adequately delineated by use of acceptable warning signs and devices during non-construction hours. The Contractor shall devise a typical safety plan, including but not limited to, the type and spacing of barricades, signs, arrow boards, warning lights, pylon construction markers, and construction tape, to be used during non-construction hours. This plan must be submitted to the Project Manager at the preconstruction meeting for review and approval.

The Contractor shall observe all posted traffic signage on and in adjacent neighborhoods.

The Contractor shall not be relieved from responsibility for public safety by City's direction, lack of same, or approval of the Traffic Control and Detour Plan with respect to signs, lights, and/or protective devices.

## **2. QUANTITY ALTERATION.**

The City reserves the right to increase, decrease or omit any item or portion of the work, up to twenty-five (25%) percent of the contract quantities' value with no change in unit proposal price, in order to remain within budget limitations.

Quantities stated in the Fee Schedule 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.

## **3. HOURS OF WORK.**

In general, the preparation for and removal and replacement of PCC improvements, asphalt pavement and other work as required in this Agreement shall occur only between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, on any street. All streets shall be open to traffic no later than 5:00 p.m. unless authorized by the Project Manager.

Weekend work, if requested by the Contractor in writing, will be considered by the Project Manager. Approval of weekend work will be at no additional cost to the City.

## **4. CONTRACT DOCUMENTS.**

The Contract Documents consist of this Agreement and all exhibits; drawings details, attachments and specifications; the General Information to Bidders; Contractor's Cost Proposal; all change orders for the Project; all bonds, insurance certificates and policies required by this Contract; and any other writing required by this Agreement. Contract

Documents are complementary; what is called for by one is as binding as if called for by all.

**5. AWARD OF CONTRACT.**

City will make the Award of Contract by issuing a Notice to Proceed. However, as a condition to City signing the Contract, Contractor shall, within ten (10) days of receipt of the Notice to Proceed, deliver to City the executed Agreement, forms, bonds and insurance documents required by the Contract in the required amounts.

**6. DRAWINGS AND SPECIFICATIONS.**

Drawings and specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

**7. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.**

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall immediately refer the matter to City, in writing. City will issue with reasonable promptness written responses, clarifications or interpretations as City may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract sum or Contract time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation.

**8. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED.**

Contractor shall adhere to the following standards in the following order: (1) City specifications and requirements; (2) Caltrans specifications for roads and road construction. If neither the City's nor Caltrans' standards are applicable, the following general specifications shall apply wherever in the specifications, or in any directions given by City in accordance with or supplementing specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established



good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this paragraph within 10 (ten) working days prior to furnishing such materials or performing such Work.

**9. DEVIATION FROM SPECIFICATIONS AND DRAWINGS.**

Contractor shall perform Work in accordance with drawings and specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon City's advance written approval of the proposed deviation.

City may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items.

**10. INSPECTION OF WORK.**

**A. WORK SUBJECT TO INSPECTION:**

All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

**B. NOTICE OF INSPECTION:**

Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

**C. RESPONSIBILITY FOR INSPECTION:**

If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an

employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

**D. COVERED WORK:**

If Contractor covers any Work, or the work of others, prior to any required inspection or test without written approval of City, Contractor shall uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to City's request, Contractor shall uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.

Whenever required by City, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

**E. NO WAIVER OF INSPECTION:**

Inspection of the Work by or on behalf of City, or City's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Amendment signed by City, to perform Work in conformance with the Contract Documents.

Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

**11. CORRECTION OF DEFECTIVE WORK.**

**A. REPLACEMENT OF DEFECTIVE WORK:**

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 Contract Documents, 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.

**B. CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

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. An Amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may decide the proper amount or, in its discretion may elect to leave the Contract 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 under the Contract Documents or by law.

**C. CORRECTION PERIOD:**

If within one year after the date of final acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, 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.

D. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY CITY:

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 City accepts any Defective Work prior to final payment, an Amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the 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 in accordance with this Contract; or provide a plan for correction of Defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, its representatives, agents, employees, and other contractors and 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. An amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract 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 herein.

E. RIGHTS UPON INSPECTION OR CORRECTION:

Contractor shall not be allowed an extension of Contract time because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Section 11. Where City exercises its rights under this Section 11, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents or back charge where an Amendment cannot be agreed upon.

Inspection by City shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not

operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

**12. SAMPLES AND TESTS OF MATERIALS AND WORK.**

Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to City. Contractor shall submit all samples in ample time to enable City to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

**13. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS.**

In order that City may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to City properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

**14. ACCEPTANCE.**

Inspection by City or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City, any extension of time, any verbal statements on behalf of City or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

**15. PROFICIENCY IN ENGLISH.**

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.

**16. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES.**

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 any provision of the Contract Documents, 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-employed on the Work except with consent of City.

**17. CONTRACTOR TO LIST TRADES WORKING.**

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to City.

**18. PROSECUTION AND PROGRESS OF THE WORK.**

**A. COST DATA:**

Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with monthly summaries of this information.

**B. DAILY REPORTS:**

Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. 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 take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

**C. CITY'S RIGHT TO AUDIT:**

City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Contract at any time during the Project and for a period of five years following final acceptance. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, samples and shop drawings and as-built drawings.

**19. MODIFICATIONS OF CONTRACT DOCUMENTS.**

No modification or deviation from the Contract Documents, drawings and specifications will be permitted except by a written amendment hereto. Amendments in excess of City's approved limit must be approved by the City Council and a performance bond rider covering the changed work executed before proceeding with the changed work. Contractor is charged with knowledge of City's approved amendment limits and procedures in effect at the applicable time.

**20. WORKING CONDITIONS.**

**A. USE OF SITE SANITARY RULES:**

All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. 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.

**B. STORAGE:**

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents 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 construction equipment or other materials or equipment. 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.

**C. NO ACCUMULATION OF WASTE OR DEBRIS:**

During the progress of the Work, 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, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

**D. PROTECTION OF STRUCTURES AND PAVEMENT:**

Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall

have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

## **21. PROTECTION OF WORK, PERSONS, PROPERTY AND OPERATIONS.**

### **A. SAFETY:**

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 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 of the Contract Documents. Except as otherwise expressly approved by City in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City facilities or operations.

### **B. COMPLIANCE AND UNDERGROUND FACILITIES:**

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. Contractor shall notify owners of adjacent property and of Underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

### **C. RESPONSIBILITY FOR DAMAGE:**

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. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and final acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

### **D. DESIGNATION OF SAFETY REPRESENTATIVE:**

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### **E. PAYMENT WITHHOLDING:**



City may, at its option, retain such moneys due under the Contract Documents 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.

**22. RESPONSIBILITY FOR SAFETY AND HEALTH.**

**A. HEALTH AND SAFETY:**

Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.

**B. NOTICE OF HAZARDOUS CONDITIONS:**

Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. 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.

**C. SAFE ACCESS:**

Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: City designated routes for ingress and egress thereto and any other City designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

**23. EMERGENCIES.**

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 from Contract Documents have been caused thereby. If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, an Amendment will be issued to document the consequences of such action.

**24. USE OF ROADWAYS AND WALKWAYS.**

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with City's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

**25. RESIDENT AND BUSINESS NOTIFICATION.**

The Contractor shall notify, by circular, business establishments and residences located on streets where the Work will be performed. This shall be done a minimum of forty-eight (48) hours and not more than ninety-six (96) hours in advance of starting work on those streets. The circulars shall be furnished by the City and be "door hanger" style. The distribution of circulars is considered incidental and is not a pay item.

**26. TOW-AWAY PROCEDURE.**

Contractor shall post all streets to be surface sealed with "NO PARKING TOW-AWAY" signs at least 48 hours prior to the start of sealing in each area requiring parking restrictions. 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.

Tow-away signs shall be placed in a manner conforming to the applicable ordinances. The tow-away signs shall indicate the date, time (civilian time), hours, and day of the week of the parking prohibition. Signs shall not be nailed or stapled to street trees, sign posts, or mail boxes. Posting shall be on street barricades only. Temporary "NO PARKING TOW-AWAY" signs to be posted shall be provided by the City.

**27. CONFLICTS WITH SOLID WASTE COLLECTION SERVICES.**

Contractor shall coordinate the project schedule with the refuse collection schedule. 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.

**28. WATER CONSERVATION PLAN.**

The City Council of the City of Santa Clara approved and adopted Water Use Prohibitions and Restrictions on April 13, 1993, which restrict the manner in which water is utilized. The followings are the restrictions that apply to these construction operations:

Cleaning of streets, sidewalks, driveways, parking lots or other paved or hard-surfaced areas, or washing of vehicles or other construction equipment is prohibited unless hoses are fitted with an operating, automatic shutoff valve. When using water trucks or sweepers, utilize recycled or reclaimed water unless not reasonably available.

Water waste due to broken or defective plumbing, fire systems, irrigation systems, or appurtenances thereto is prohibited.

The purpose of the policy is to minimize the use and especially the waste of potable water to the greatest extent possible. To this end, contractors are required to adhere to the above restrictions and are encouraged to use reclaimed water whenever possible.

Note that substantial fines shall be issued for any violation of these prohibitions.

Conformance with all provision of the Water Conservation Plan shall be considered incidental to the project, and no additional compensation shall be allowed.

## **29. STORMWATER POLLUTION PREVENTION.**

Contractor shall perform the Work in a manner which shall not allow harmful pollutants to enter the City storm drain system. To ensure compliance, the Contractor shall implement the appropriate Best Management Practice (BMP) as outlined in the brochures entitled "Best Management Practice for the Construction Industry" issued by the Santa Clara Valley Non-point Source Pollution Control Program to suit the construction site and job condition. The Contractor shall present his or her proposed BMP at the Pre-construction Meeting for discussion and approval.

Compensation for compliance with this provision shall be considered as included in the prices paid for the contract items of work provided in this contract, and no additional compensation will be allowed.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
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AND  
SBV CONCRETE, INC., DBA VALLEY CONCRETE, INC.**

**EXHIBIT B**

**FEE SCHEDULE**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
<b>PORTLAND CEMENT CONCRETE</b>					
1	SIDEWALK	61,500	SF	\$18.50	\$1,137,750.00
2	DRIVEWAY	8,000	SF	\$22.50	\$180,000.00
3	CURB AND GUTTER	10,400	LF	\$68.75	\$715,000.00
4	CURB RAMP	16	EA	\$10,450.00	\$167,200.00
5	VALLEY GUTTER	160	SF	\$20.50	\$3,280.00
6	MEDIAN ISLAND CURB/CURB AND GUTTER	200	LF	\$68.75	\$13,750.00
7	AGGREGATE BASE	200	CY	\$31.00	\$6,200.00
8	CONCRETE SAW-CUTTING	10,800	LF	\$2.75	\$29,700.00
9	DOWEL INSTALLATION	10,400	EA	\$2.50	\$26,000.00
10	FURNISH AND PLACE NO. 4 REBAR	280	LF	\$3.50	\$980.00
<b>ASPHALT CEMENT PAVEMENT</b>					
11	ASPHALT SAW-CUTTING	8,000	LF	\$3.25	\$26,000.00
12	ASPHALT REMOVAL AND REPLACEMENT	150	TON	\$400.00	\$60,000.00
<b>OTHER WORK</b>					
13	INTERLOCKING CONCRETE PAVERS-NEW INSTALLATION	160	SF	\$24.50	\$3920.00
14	INTERLOCKING CONCRETE PAVERS-REINSTALLATION	160	SF	\$24.50	\$3920.00
15	PARK STRIP/MEDIAN ISLAND IMPROVEMENTS REMOVAL	1,600	SF	\$8.50	\$13,600.00
16	CATCH BASIN TOP REMOVAL AND RECONSTRUCTION	8	EA	\$650.00	\$5,200.00

17	FURNISH AND INSTALL 3" Ø STEEL PIPE	36	LF	\$19.00	\$684.00
18	FURNISH AND INSTALL 4X4 10/10 WELDED WIRE MESH	40	SF	\$0.75	\$30.00
19	FURNISH AND INSTALL TREE ROOT BARRIER	40	LF	\$30.00	\$1,200.00
<b>TOTAL AMOUNT</b>					<b>\$2,394,414.00</b>

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two million, three hundred ninety-four thousand, four hundred fourteen dollars and zero cents (\$2,394,414.00), subject to budget appropriations.

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**EXHIBIT C**

**INSURANCE COVERAGE 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:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
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 one million dollars (\$1,000,000) 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. 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. 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.

4. 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 D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. 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.
2. 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.



3. 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.

F. 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.

G. 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 – DPW Street Division

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

H. 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.

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**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SBV CONCRETE INC.

a California corporation  
dba Valley Concrete, Inc.

By: 

\_\_\_\_\_  
Signature of Authorized Person or Representative

Name: Teresa Arro

Title: Operations Manager

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

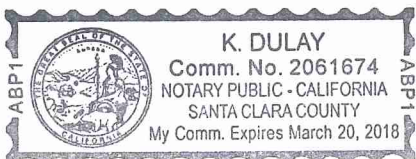
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Santa Clara )  
 On November 17, 2016 before me, K. Dulay, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Jessica Areno  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_