

# ATTACHMENT 1

## CONTRACT FOR MINOR PUBLIC WORKS PROJECTS

On-Call Concrete Cutting Services

City Agreement No. \_\_\_\_\_

City Budget Code: 30030820-53270

This Contract (this "Contract") for Minor Public Works Projects for On-call Concrete Cutting Services by and between the City of Napa, (hereinafter "Owner") and Precision Emprise, Inc. dba Precision Concrete Cutting, Inc., a California Corporation (hereinafter "Contractor") is effective on the date last signed by Owner, which is identified on the signature page as the "Effective Date."

1. In consideration of the Owner's obligations set forth herein, the Contractor shall furnish all tools, equipment, labor and material necessary to perform and complete in a good and workman-like manner, repair of damaged sidewalks (the "Work") at locations specified by each Task Order issued by the City. The Contractor shall perform the Work in accordance with the terms of this Agreement (including Exhibit "A," attached hereto and incorporated herein by reference), and at the compensation rates and charges set forth on Exhibit "B," attached hereto and incorporated herein by reference. This Contract is to establish Contractor rates and to set forth terms and conditions for the City to mobilize Contractor to various locations throughout the City to perform the Work in the time period specified in each Task Order issued by the City to authorize the required work.

2. The total sum of this "on-call" Contract shall not exceed five hundred thousand (\$500,000.00) Dollars. The City however may or may not reach this limit, nor is obligated to do so. If directed by Owner to perform Work, the Contractor will be paid 100% of Work based on Contract prices set forth herein upon completion of the Work. It is understood and agreed that in accordance with California Public Contract Code §22300, the Contractor will be allowed to substitute securities for money withheld by Owner to insure performance under this Contract. In accordance with Public Contract Code §20104.50, Owner shall promptly review payment requests and if not suitable for payment, Owner shall no later than seven (7) days after receipt return the same with an explanation as to why the payment request is not possible. Owner shall make progress payments within thirty (30) days after receipt of an undisputed and properly executed request. Failure to comply with the time requirements shall subject Owner to certain interest charges.

3. The term of this Contract begins on the **Effective Date**, and ends on June 30, 2027, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Contract: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 4 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

4. The following shall govern the responsibilities and indemnification by Contractor:

A. Owner and each of its officers, employees, Contractors and agents including, but not limited to, the Public Works Director and each Owner's representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, emotional injury, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, release, and indemnify and hold harmless, Owner and each of its elected and appointed officials, officers, employees, contractors and agents including, but not limited to, the Public Works Director and each Owner's representative (excluding agents who are design professionals), from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims, and fines of regulatory agencies or relating to claims, for copyright and/or

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infringement patent, and attorney's fees and contractor's fees, directly or indirectly, from any cause whatsoever, directly or indirectly, arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or in part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of Owner or by any person or entity required to be indemnified hereunder.

C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, Contractors, and agents including, but not limited to City, the Public Works Director and each Owner's representative.

D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims, procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

F. The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the Owner, unless this time has been extended by the Owner. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the Owner, may be retained by the Owner until disposition has been made of the claim or suit for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

G. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

5. This Contract shall not be assigned without the written approval of the Owner.

6. The Contractor shall have full care, custody and control of the Work to completion and shall maintain the same in a safe and tidy condition. The Contractor shall at all times maintain proper facilities and provide safe access for inspection by Owner to all parts of the Work, and to the shops wherein the Work is in preparation. Where the specifications require Work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner, or its representative, of its readiness for inspection, and without the approval thereof or consent thereto by the latter. Should any Work be covered up without such notice, approval or consent, it must, if required by the Owner, or its representative, be uncovered for examination at the Contractor's expense.

7. The Contractor shall assume sole and complete responsibility for job site conditions for the duration of the Work including, but not limited to, the safety and health conditions on the Work site. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the Work site safe and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor or by assigning such

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responsibility to the appropriate subcontractor and ensuring that the corrections are completed. The City, design engineer, construction manager and the officers, agents or employees, shall not have control over or charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

8. Should the Owner at any time during the progress of the Work request any alterations, deviations, additions or omissions from this Contract, specifications or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to or deducted from the amount of the Contract price, as the case may be, by fair and reasonable valuation. The value of any such extra work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance of a lump sum.
- B. By unit price named in the contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

9. Contractor shall obtain insurance acceptable to the Owner in a company or companies acceptable to the Owner. The required documentation of such insurance shall be furnished to the Owner at the time Contractor returns the executed Contract. The Contractor shall not commence Work nor shall allow its employees or agents or anyone to commence Work until all insurance and properly executed endorsements required hereunder have been submitted and approved. The Contractor shall take out and maintain at all times during the life of this Contract, the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the performance hereunder by Contractor, its employees, agents and subcontractors:

A. Workers' Compensation Insurance with statutory limits as required by the Labor Code. The policy shall be endorsed to provide thirty (30) days prior written notice to Owner's Public Works Director prior to cancellation and shall provide for a waiver of subrogation against Owner, its officers, employees and agents.

B. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosives, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:

(1) Owner, its officers, employees and agents, are to be covered as insureds for liability arising out of the operations performed by or on behalf of the Contractor and including products and completed operations.

(2) For claims related to the Work, the Contractor's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Contractor's insurance and will not be called upon to contribute with it.

(3) The policy shall not be canceled or materially reduced in coverage without 30 days prior written notice (10 days for non-payment of premium) to Owner by certified mail.

C. Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 0001 0692, Code 1, (any auto), in an amount of \$1,000,000 per accident. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and approved by the City. Said policy shall contain or be endorsed with the provision that coverage shall not be canceled nor materially reduced in coverage without 30 days prior written notice (10 days for non-payment of premium) to City by certified mail.

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D. If applicable, Builders Risk (or course of construction), written on an all-risk form, for 100% completed value on the insurable part of the Work. The Builders Risk policy shall provide for losses to be payable to City and Contractor as their interests may appear, and that in the event of payment for any loss under the coverage provided, the insurer shall not have rights of recovery against City and Contractor.

E. Prior to Owner's execution of Contract, Contractor shall provide properly executed Certificates of Insurance and Endorsements evidencing the insurance required herein, including the amount of any policy deductible or self-insured retention, on forms approved by Owner.

10. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to Code of Civil Procedure §1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. The Contract shall be construed and interpreted according to California law; any action to enforce the terms of this Contract or for the breach thereof shall be brought and tried in the County of Napa.

12. Should the Contractor fail to complete this Contract within the time fixed for completion, due allowance being made for unavoidable delays, it shall become liable to Owner in the amount of \$0.00 per calendar day for each day the Work remains incomplete beyond the time for completion. If it appears to the Contractor that it will not complete the Work in the time agreed, it shall make written application to Owner at least ten (10) calendar days prior to expiration of the time for completion, stating the reasons why and the amount of extension it believes should be granted. The Owner may then, with discretion, grant, or deny such extension. Any money due or to become due to Contractor may be retained to cover the liquidated damages, and should such money not be sufficient to cover such damages, the Owner shall have the right to recover the balance from Contractor or its Sureties.

13. Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality free from faults and defects and in conformance with the Contract documents. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within the period of one (1) year from the date of final payment by the Owner for the Work. Owner will give notice of observed defects with reasonable promptness.

14. By execution of this Contract, Contractor warrants that it has carefully examined the site of the Work contemplated and any plans and specifications and contract documents pertaining to the Work and has satisfied itself of all local conditions affecting the Work and delivery of materials; Owner specifically disclaims any warranties for information provided to Contractor. It is the obligation of Contractor to notify Owner of any and all ambiguities, conflicts, etc., in and among such plans, specifications and/or documents.

15. Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control at all times. No subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of Contractor, and it will be held responsible for the Work which shall be subject to the provisions of the Contract and specifications, if any.

16. Whenever, in the opinion of the Owner, the Contractor is neglecting the Work or is not prosecuting the same with diligence or is not fulfilling the provisions of the Contract and specifications, the Work, wholly or in part, may be suspended by written order of the Owner. If the Contractor, within five (5) days after the date of receipt of such a written order, does not agree to provide the required remedies for such deficiencies, the Owner may declare this Contract terminated and itself proceed to complete the Work herein specified or engage others to do the same. The cost of such work and necessary materials shall be charged against the Contractor and be deducted from next or subsequent estimate payment for same. If payments to Contractor are not sufficient to cover the charges, the balance may be recovered from the Contractor or its Sureties. If Owner declares the Contract terminated pursuant to this paragraph and the amount of any such

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charges is less than the amount which would have been due to Contractor upon completion of the Work by it, the difference shall be paid it by Owner; should the amount of said charges exceed the latter, the difference shall be paid by Contractor to Owner.

17. In the event Owner declares this Contract terminated pursuant to the previous paragraph, Contractor shall discontinue the Work, and Owner reserves the further right to take possession of and use any materials or equipment of any nature whatsoever belonging to or used by the Contractor on the Work. All expenses charged under this paragraph shall be deducted and paid by Owner out of any monies due Contractor under the Contract, and in such accounting Owner shall not be held to obtain the lowest figure for completing the Contract, but all sums actually paid therefore shall be charged to the Contractor.

18. Contractor shall procure all permits and licenses, including, but not limited to, a City of Napa business license, pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work and comply with all conditions of any permit, license or authorization allowed. Contractor shall ensure that each subcontractor has all required permits and licenses (including, but not limited to, a City of Napa business license), given all required notices and complies with all conditions of any permit, license or authority.

19. Pursuant to Public Contract Code Section 7103.5, Contractor assigns to Owner all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services or materials for this Contract. This assignment shall be made and effective at final payment without further acknowledgment by the parties.

20. Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Owner, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the Owner due written notice of potential claim. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Owner prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation if based on an act, or failure to act, by the Owner, or in all other cases within fifteen (15) days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

21. In the event the Work requires Contractor to dig trenches or other excavations deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

A. Material that the Contractor believes may be material that is hazardous waste, as defined in §25117 of the Health & Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

D. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in this Contract.

In the event that a dispute arises between Owner and Contractor, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all Work to be performed under this Contract.

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Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

22. Contractor shall comply with all applicable provisions of federal, state and local law including, but not limited to, the following requirements of the California Labor Code:

A. Owner has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the county in which the Work is to be performed for each craft and type of workman or mechanic needed to execute this Contract. These prevailing rates are on file in the Owner's office and will be made available to any interested party upon request. The Contractor shall post a copy of said prevailing rates at the job site. Pursuant to Sections 1770, et seq., the Contractor and all subcontractors under him shall pay not less than the prevailing wage rate. The Contractor shall forfeit to the Owner, as a penalty, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, such laborer, workman or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic who is paid less than the prevailing wage rate for any Work done under this Contract by him, or by any subcontractor under him.

B. Pursuant to Sections 1810, et seq., eight (8) hours of labor shall constitute a legal day's work upon all Work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor or subcontractors under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Section 1815; all the provisions whereof are deemed to be incorporated herein, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the Owner, Twenty-five Dollars (\$25.00) for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required to labor more than either (8) hours in violation of the provisions of said sections of the Labor Code.

C. Contractor shall comply with Section 1776 relating to certified copies of payroll records including the maintenance of these records and their certification and availability for inspection.

D. Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 regarding employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all occupations.

E. In the event the Work involves the excavation of any trench(es) five (5) feet or more in depth, Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench(es) in accordance with Section 6705.

F. Pursuant to requirements under the California Labor Code, Contractor hereby acknowledges its affirmative obligations related to the Department of Industrial Relations (DIR) compliance and enforcement efforts with respect to prevailing wage requirements on public works projects. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. Contractors and Subcontractors may register with the DIR at <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code section 1725.5.

The Work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.

23. In the event that the Work in any Task Order issued by the City to the Contractor may exceed a total amount of \$25,000.00, Contractor must then obtain the following bonds: a Performance Bond in the

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amount of 100% of the estimated Task Order price and a Payment "Labor and Materials" Bond in the amount of 100% of the estimated Task Order price, which shall be duly executed by Contractor as Principal and an admitted surety company as Surety prior to Owner's performance of the Work described in the Task Order. In conjunction with submittal of the bonds, the Contractor shall furnish the original, or a certified copy, of the unrevoked appurtenant Power of Attorney or other instrument authorizing the person who executed the bonds to do so and a certificate from the Clerk of Napa County that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled or suspended.

24. Contractor agrees to observe the provisions of Section 2.92.040 of the Napa Municipal Code obligating every contractor or subcontractor under a contract or subcontract to the City of Napa for public works, subject to Section 101, Napa City Charter, in the sum of twenty-five thousand dollars (\$25,000.00) or more, to refrain from discriminatory employment practices on the basis of sex, race, color, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 2.92.040 is by reference made a part of this Contract.

25. If Contractor files a claim, it shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided by this Contract for the filing of claims. For claims covered by Public Contract Code §26104, the following also applies:

A. Claims of Less Than \$50,000.00.

(1) For claims of less than fifty thousand dollars (\$50,000.00), Owner shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of Owner and the claimant.

(3) Owner's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

B. Claims Over \$50,000.00.

(1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims owner may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of Owner and the claimant.

(3) Owner's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

C. If the claimant disputes Owner's written response, or Owner fails to respond within the time prescribed, the claimant may so notify Owner, in writing, either within fifteen (15) days or receipt of Owner's response or within fifteen (15) days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

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D. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this section until the time the claim is denied, including any period of time utilized by the meet and confer conference.

26. In the event any party to this Contract brings an action to enforce or interpret the provisions of this Contract, the prevailing party in such action shall be entitled to recover reasonable attorney's fees from the other party, whether or not such action or proceeding is prosecuted to judgment. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Contract.

27. This Contract may be subject to examination and audit by Owner or the State of California pursuant to Government Code Section 8546.7. Contractor shall retain records of contract performance costs, expenses, etc., and make the records available for inspection, audit and copying during the term of this Contract and three (3) years after final payment. Such time for retention shall be extended if grant funds are used to fund the Workrequire the same.

28. The Standard Specifications and the Standard Plans dated November, 2022 (CalTrans), shall govern the work to be performed hereunder insofar as they may apply; however, in case of conflict with the terms of this Contract, the terms of this Contract shall take precedence over the conflicting provisions.

*SIGNATURES ON NEXT PAGE*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**

**CITY OF NAPA, a California charter city**

By: \_\_\_\_\_

Julie B. Lucido, Public Works Director

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

(“Effective Date”)

**CONTRACTOR:**

Precision Emprise, Inc. dba Precision Concrete Cutting, Inc., a California corporation

By: \_\_\_\_\_

Marc Cussenot, President and Secretary

**COUNTERSIGNED:**

\_\_\_\_\_  
Joy Riesenber, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney

# ATTACHMENT 1

## EXHIBIT "A"

### SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

**1.0. SCOPE OF WORK.** Contractor will perform the Work described in this Exhibit "A," in accordance with the terms of the agreement. Contractor agrees to:

Repair sidewalk displacements from 1/4" and up to 2" in designated areas throughout the City as specified, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.

Contractor may not use any type of "fill" material that deteriorates or breaks apart over time.

Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the Contractor and/or Contractor's equipment does cause damage to above, the City must be notified immediately and damages must be repaired at the Contractor's expense within 24 hours of the time the damage occurred. The footprint of the equipment must fit a 3 to 4 foot wide sidewalk panel.

Contractor must completely and immediately clean up all debris after each sidewalk trip hazard is repaired. All costs incurred for disposal of waste material shall be included in the unit cost. Contractor must provide proof that all concrete and construction debris is recycled in a proper, environmentally safe manner.

Contractor must use a data collection device that records details of the work performed and transmits the data to the City electronically. The data collection device must be able to record sizes of hazards, GPS coordinates, hazard locations plotted to a map with addresses, and provide data electronically in a format to integrate into a GIS system.

Contractor must electronically submit an itemized summary of all repaired hazards which includes:

1. The specific hazard height— both high side and low side measurement in eighths of an inch
2. The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an "inch-foot" total
3. The total width of actual repair to the nearest 35 feet
4. The physical location (address) of each repair along with GPS coordinates and items 1-3 above for integration into GIS systems

**EXHIBIT "B"****COMPENSATION RATES AND CHARGES**

Contractor will be compensated for performing the Work only as follows and subject to the not-to-exceed limit in Section 2 of the Agreement:

The Contractor's billing units are in "Inch Feet". An inch foot is calculated by measuring the average height of the trip hazard and multiplying this average by the length of the cut.

Example 1: A trip hazard on a 4 foot sidewalk that consists of a 0.5" rise on one side and tapers down to a zero rise on the other, is calculated as follows:

$$\frac{0.5"+0"\times 4'}{2} = 1 \text{ inch foot}$$

Example 2: A trip hazard on a 4 foot sidewalk that consists of a 0.5" rise on one side and in 1 foot tapers down to zero, is calculated as follows:

$$\frac{0.5"+0"\times 1'}{2} = 0.25 \text{ inch foot}$$

Unit Price: \$43.53 per inch-foot