

Duplicate Original

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND
PAVEMENT ENGINEERING, INC.

THIS AGREEMENT, dated for convenience this 13th day of June, 2018, is by and between Pavement Engineering, Inc., a California corporation, ("Consultant") and the City of Hayward, a public body of the State of California ("City");

RECITALS:

WHEREAS, Consultant is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

Scope of Service.

Subject to the terms and conditions set forth in this agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.

Compensation. City hereby agrees to pay Consultant: Total compensation for Consultant's services and expenses incurred pursuant to this agreement shall not exceed the sum of \$219,920.

Effective Date and Term. The effective date of this agreement is the date the agreement is executed by the City Manager and it shall terminate after completion and acceptance of all required services.

Independent Contractor Status. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.

Billings. Consultant shall submit monthly bills to the City describing its services and costs provided during the previous month. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, and a brief description of any costs incurred, and the Consultant's signature.

Advice and Status Reporting. Consultant shall provide the City with timely advice of all

significant developments arising during performance of its services hereunder orally or in writing.

Designation of Primary Provider of Services. This agreement contemplates the services of Consultant firm, Pavement Engineering, Inc. The primary provider of the services called for by this agreement shall be Joseph L. Ririe, who shall not be replaced without the written consent of City's Interim Director of Public Works.

Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this agreement. In the event that City, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to City for entering into this agreement was, and is, the professional reputation and competence of Consultant. Neither this agreement nor any interest therein may be assigned by Consultant without the prior written approval of City's Interim Director of Public Works. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's Interim Director of Public Works.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor.

- (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this agreement.

(b) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to

property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (I) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- (iii) The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- (iv) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (v) Any explosion, collapse, and underground property damage exclusion must be deleted.
- (vi) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
- (vii) The policy must contain a cross liability or severability of interests clause.
- (viii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

- (ix) Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
- (x) Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.
- (xi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

(c) ~~Professional Liability. Consultant, at Consultant's own cost and expense, shall~~ maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible shall not exceed \$100,000 per claim.
- (ii) Notice of cancellation or non-renewal must be received by the City at least thirty days prior to such change.
- (iii) If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work.
 4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

- (d) Deductibles and Self-Insured Retentions. During the period covered by this

agreement, upon express written authorization of City's City Attorney, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Consultant may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

(f) In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

Indemnification - Consultant's Responsibility. It is understood and agreed that Consultant has the skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the skills of Consultant to do and perform Consultant's work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions, and Consultant thus agrees to so perform the work.

Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

In respect to claims arising solely from the performance of professional services as defined in Cal. Civ. Code § 2782.8, Consultant shall indemnify and hold City, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause to the extent caused by the negligent, reckless, or intentional acts or omissions of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of this work, to the fullest extent allowed by law, except for any such claim arising out of the sole active negligence, or willful misconduct of the City, its officers, employees, agents, or volunteers.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties expressly agree that the indemnity provision under this Paragraph does not include the duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by the Consultant beyond the design professional's proportionate percentage of fault.

In respect to all other claims, to the fullest extent allowed by law, Consultant shall indemnify, defend, and hold City, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the acts of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant under this Paragraph to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color,

ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the Agreement are incorporated by this reference.

Termination. This agreement may be terminated by the City immediately for cause or upon fifteen days written notice without cause. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Consultant's delivery to the City of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this agreement.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Pavement Engineering, Inc.
3485 Sacramento, Suite A
San Luis Obispo, Ca 93401

To the City: City Manager
777 B Street, 4th Floor
Hayward, CA 94541-5007

A copy of any notice provided to the City Manager shall also be provided to Alex Ameri, Interim Director of Public Works, at the same address.

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

Amendments. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. Consultant warrants and covenants that the principal provider of services presently have no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code ' 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with the

City's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, principal provider of services shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement.

Nuclear Free Hayward. Consultant agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit D and made a part hereof.

Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. Consultant agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

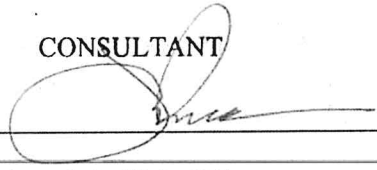
Whole Agreement. This agreement has ten (10) pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of City's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

Dated: 5/31/18

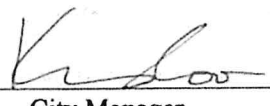
CONSULTANT

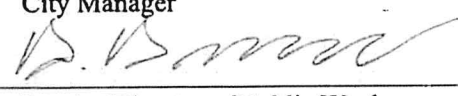
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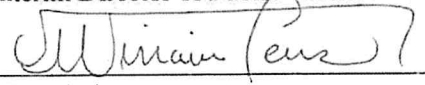
Its Joseph L. Ririe, P.E.


CITY OF HAYWARD

Dated: 6/12/18

By 
City Manager

By 
Interim Director of Public Works

Attest: 
City Clerk

Approved as to Form and Procedure:

City Attorney

- Attachments:
- Exhibit A - Scope of Services, consisting of 3 pages.
 - Exhibit B - List of Streets, consisting of 2 pages.
 - Exhibit C - Nondiscriminatory Employment Practices, consisting of 3 pages.
 - Exhibit D - Affirmation of Non-Involvement of the Development or Production of Nuclear Weapons, consisting of 1 page.

COST PROPOSAL

ENGINEERING SUPPORT SERVICES

CITY OF HAYWARD

FY 2019 Pavement Rehabilitation and Preventive Maintenance & Resurfacing Project

SCOPE OF WORK

All work shall be performed by one company. No outside subconsultants will be allowed. The City is looking to streamline project communication and accelerate the delivery time.

TASK 1 Street Investigation / Engineering Review

Consultant will visually evaluate the pavement condition of each of the proposed project streets itemized in the enclosed streets list. The review will confirm the appropriate pavement treatment for each street, pavement rehabilitation, and preventive maintenance & resurfacing, among other options. This task will allow the consultant to recommend refinement of the project budget and identify any specific problem areas. After review, the consultant will meet with the City staff and review findings.

During the review, the engineer will also estimate the amount of crack sealing and digout repairs that will be needed. After the visual review, a preliminary cost estimate for each street will be developed based on the identified treatment and amount of crack sealing and digouts. This cost will be used to refine the project budget. The cost estimate will be submitted to the City for review. After the City review, the consultant will confer with City staff and review findings.

Project Schedule : 1 week

Cost Proposal : \$18,920

TASK 2 Pavement Evaluation on Pavement Rehabilitation

A pavement evaluation shall be performed on each street segment to determine the most cost-effective rehabilitation treatments for each street based on structural requirements, reflective cracking requirements, longevity and economy.

The evaluation work will consist of deflection testing each street segment or lane in each direction on a maximum of 100-foot intervals with a minimum of 10 tests per lane. Each street will have the existing pavement section (Asphalt Concrete & Aggregate Base) measured in 500-foot intervals in alternating lanes with a minimum of 2 locations per segment. Streets that

are divided by a median shall be counted as separate segments. Native soil samples shall be collected at 1,000-foot intervals or a minimum of one per street segment to determine the load-bearing capacity (R-value).

Using the data collected in the field, each street segment will be evaluated in general conformance with CTM 356 and constructability for using methods that include overlays, milling and replacement, Cold In-place Recycling (CIR), and full depth reclamation.

Project Schedule : 2 weeks

Cost Proposal : \$102,730

TASK 3 Measurement of Field Quantities

The Consultant will physically walk each of the project streets identified in the project streets list to measure and record all pertinent field quantities. Physically measuring the quantities to provide confidence that the bid quantities are correct.

All field quantities of physical elements for incorporation in the rehabilitation and preventive maintenance & resurfacing works for each street will be measured and recorded on walking sheets. This information includes the location of crack sealing, digouts, and other pavement repairs. The pavement area of each street will be determined from the City's PMS database.

Construction of handicap ramps, PCC valley gutter, traffic detector loop, utilities adjustment, tree root pruning, striping and markings should be identified during field reviews. The Consultant will take note of these works in determining the repairs to be included to the bid quantities.

This information will be summarized by street on a spreadsheet and submitted to the City for their use in preparing the bid documents.

Project Schedule : 1 week

Cost Proposal : \$42,520

TASK 4 Curb Ramp Design

The consultant will assist the City of Hayward with curb ramp designs related to this project. This task involves designing ADA ramps in the field to provide limits of removal and quantities of work.

The work product will consist of measuring and marking out the limits of new concrete required to install a compliant ramp. For more complex ramps that have steep slopes, utility boxes or path of travel obstructions, a hand-drawn scaled site sketch with elevations, slopes and dimensions necessary to determine the limits of the proposed ramp repair will be prepared. Copies of the designs will be reviewed with the City staff.

Cost Proposal : \$25,990

TASK 5 Construction Support / Mark Pavement Repairs

After the project is bid and before the construction begins, the Consultant will mark all of the pavement repairs in the field. The Consultant will annotate any changed quantities and provide a revised quantity summary to the City at the completion of the field work.

Project Schedule : Will begin after the project is awarded and before the construction work begins

Cost Proposal : \$29,760

Total Cost Proposal : \$219,920

Submitted by:

Pavement Engineering Inc.
Print / Type Company Name

3485 Sacramento Drive, Suite A
Company Address (Corporate Off.)

San Luis Obispo, CA 93401
City / State / Zip Code



Signature of Company Official

Joseph L. Ririe, President
Print / type Official Name & Title

5/31//2018
Date

City of Hayward FY 2019 Pavement Rehabilitation & Pavement Maintenance Project Suggested Pavement Maintenance Streets							Legend Proceed with Inspection - Street included in Project Proceed with Inspection - If Budget Permits, Street will be added to Project Ask City's Permission Before Inspection	
Item No.	Street	Limits		Length (ft)	Width (ft)	Area (sq ft)	Class	Comments
		Begin	End					
1	ABERDEEN PL	CUL DE SAC	OAKES	547	29	18,284	R	
2	ADELINE ST	ELDRIDGE AV	BLAINE WAY	475	31	14,725	R	
3	BELHAVEN ST	CATHY	FRY LN	1,160	33	38,280	R	
4	BROOKSTONE WY	TARAGON ST	GUSHUE ST	510	33	16,830	R	
5	CARDINAL ST	OSAGE	LILAC	606	33	21,498	R	
6	DONALD AVE	HARDER	CULP AV	1,053	32	33,696	R	
7	EDEN LANDING RD	INVESTMENT BLVD	HWY 92 EXIT RAMP	845	45	38,025	R	
8	FAIRCLIFF ST	JULLIENE WAY	DEAD END	1,574	30	49,545	R	
9	GREENBRIER LN	BRAEBURN AVE	WESTCHESTER ST	1,036	29	33,044	R	New Street Added to Project List
10	HIGHLAND BLVD	MARIE DR	BARRICADE	3,145	29	91,205	R	
11	HIGHLAND BLVD	CAMPUS DR	UNIVERSITY CT	645	39	25,155	R	
12	MIAMI AV	CATALPA	FLORIDA ST	1,006	45	45,270	C	
13	MYRTLE ST	MEEK AVE	C ST	1,368	31	42,408	C	
14	ROCK SPRINGS DR	MOHR DR	YOSHIDA DR	617	33	20,361	R	
15	SHEPARD AV	TYRELL AV	HUNTWOOD AV	1,771	37	65,527	C	
16	SMALLEY AV	COUNTY LINE	WESTERN	1,502	34	51,068	R	
17	SYCAMORE AV	MISSION BLVD	EDITH ST	385	33	12,705	R	
18	TARMAN AV	HARDER	JACKSON	1,648	32	52,736	R	
19	BRIDGEVIEW WY	ARROWHEAD WY	ARROWHEAD WY	1,245	33	41,085	R	
20	BROOKFIELD RD	ARROWHEAD WY	BROOKVIEW WY	888	33	29,304	R	
21	HUNTWOOD AV	CUL-DE-SAC	AUSTIN AV	1,286	34	43,724	R	
22	PLEASANT WAY	BERRY AVE	ORCHARD	1,237	32	39,584	R	
23	PROSPECT ST	WARREN	ROSE	2,180	32	69,760	R	
24	SPENCER LN	DOBBEL AV	CIRCLE	846	37	31,302	R	
25	PLACE HOLDER TO REPLACE DELETED STREETS	PLACE HOLDER TO REPLACE DELETED STREETS	PLACE HOLDER TO REPLACE DELETED STREETS	148	31	4,576	R	<-List of Streets to be Added Later

City of Hayward FY 2019 Pavement Rehabilitation & Pavement Maintenance Project												Legend	Proceed with Inspection - Street Included in Project
Suggested Pavement Rehabilitation Streets - Deflection Testing and Analysis Data Requirement													Proceed with Inspection - If Budget Permits, Street will be added to Project
													Ask City's Permission Before Inspection
Item No.	Street	Limits		Length (ft)	Width (ft)	Area (sq ft)	Traffic Index (TI)	Max. Def. Testing Interval (ft)	Number Def. Test Points	Number of Cores (AC&AB)	Number of Cores (AC Only)	Number of R-values	Comments
		Begin	End										
1	ATWELL PLACE	CUL DE SAC	BLAIN WAY	170	31	10,610	6-7	100	20	2	-	1	
2	BLAINE WAY	BISHOP AV	CUL DE SAC	1,067	31	33,173	6-7	100	22	2	-	1	
3	BREAKWATER AVE	BREAKWATER CT	WHITESSELL	1,658	46	76,268	6-7	100	34	3	-	2	
4	BRIERGATE WY	VANDERBILT	DEAD END	726	33	24,804	6-7	100	20	2	-	1	
5	CATHY WY	HESPERIAN BLVD	CALAROGA AV	889	45	40,005	6-7	100	20	2	-	1	
6	FAIRWAY ST	MISSION BLVD	FAIRCLIFF	1,133	37	47,096	6-7	100	24	2	-	1	
7	GARIN AV	LARRABEE ST	TRACT 1960 LINF	1,496	73	34,408	6-7	100	30	3	-	2	
8	GARIN AV	TRACT 1960 LINE	COUNTY LINE	380	23	8,740	6-7	100	20	2	-	1	
9	HICKORY AV	EVERGREEN AV	UNDERWOOD AV	1,080	31	33,480	6-7	100	22	2	-	1	
10	LESTER	HESPERIAN FRONTAGE	THELMA	986	30	29,580	6-7	100	20	2	-	1	
11	LION ST	KIWANIS	MYRTLE	530	31	17,550	6-7	100	20	2	-	1	
12	MEADOW MIST DR	ROOKSTON WY	TARAGON ST	473	33	15,609	6-7	100	20	2	-	1	
13	MIAMI AV	MELBOURNE	CALAROGA	1,345	45	60,525	6-7	100	28	3	-	2	
14	MOHR DR	WEST ST	OCCIDENTAL RD	1,945	33	59,046	6-7	100	40	4	-	2	
15	MYRTLE ST	C ST	B ST	175	37	12,025	6-7	100	20	2	-	1	
16	NEVADA RD	LONGWOOD AV	TEHAMA AV	922	33	30,426	6-7	100	20	2	-	1	
17	OAKES DR	CHATHAM CT	DURHAM	3,482	38	132,316	6-7	100	70	7	-	4	
18	O'NEIL	ORCHARD AVE	END	854	45	38,430	6-7	100	20	2	2	1	
19	PONTIAC ST	DALE	JACKSON	1,245	32	39,840	6-7	100	26	3	-	2	
20	PULASKI ST	CITY LIMITS	REVERE AV	2,005	39	78,195	6-7	100	40	4	-	2	
21	SAN ANTONIO ST	SAN LUIS OBISPO AVE	ZEPHYR AVE	1,278	37	47,286	6-7	100	26	3	-	2	
22	SAN LUIS OBISPO AV	MEDALLION DR	SAN ANTONIO ST	958	37	35,446	6-7	100	20	2	-	1	
23	SAN LUIS OBISPO AV	HUNTWOOD AV	MEDALLION DR	855	37	31,635	6-7	100	20	2	-	1	
24	TIE GEN DR	FOLANNE	HIGHLAND	1,418	20	28,360	6-7	100	28	3	-	2	
25	VANDERBILT ST	BRIERGATE WY	GARIN AVE	1,170	45	52,650	6-7	100	24	2	-	1	
26	VANDERBILT ST	GARIN	WOODLAND	781	45	35,145	6-7	100	20	2	-	1	
27	WEST ST	EDEN AV	MOHR DR	371	35	12,985	6-7	100	20	2	-	1	
28	LEXINGTON AV	PULASKI DR	SENECA ST	912	29	26,448	6-7	100	20	2	-	1	New Street Added to Project List
29	WESTCHESTER ST	GREENBRIER LN	KENNET ST	461	29	13,369	6-7	100	20	2	-	1	New Street Added to Project List
30	RADCLIFF LN	CALARAGO AVE	LINDENWOOD WY	797	31	24,707	6-7	100	20	2	-	1	New Street Added to Project List
31	E 11TH ST	CUL DE SAC	JEFFERSON ST	2,372	29	72,658	6-7	100	48	5	-	3	
32	HANCOCK ST	E 10TH ST	MISSION BLVD	712	29	20,648	6-7	100	20	2	-	1	
33	WEBSTER ST	E 10TH ST	E 12TH ST	365	29	10,585	6-7	100	20	2	-	1	
34	ARDEN RD	EDEN LANDING RD	CORPORATE AVE	3,244	45	145,980	6-7	100	66	7	-	4	
35	ARROWHEAD WAY	MISSION BLVD	INDUSTRIAL PKWY	3,979	37	147,223	6-7	100	80	8	-	4	
36	ELMHURST ST	SANTA CLARA ST	AMADOR	1,031	45	46,395	6-7	100	22	2	-	1	
37	HAYMAN ST	WHIPPLE RD	SAN ANTONIO ST	3,693	45	166,185	6-7	100	74	7	-	4	
38	HOYLAK AVE	ST ANNES	FAIRWAY	1,173	29	34,017	6-7	100	24	2	-	1	
39	LOYOLA AV	PANAMA	BOLERO	1,926	45	86,670	6-7	100	40	4	-	2	
40	MUNSTER AV	CONNECTICUT ST	EICHLER ST	721	45	32,445	6-7	100	14	2	-	1	
41	ROCHELLE AV	LANCE WAY	BEATRON	1,435	31	44,485	6-7	100	30	3	-	2	
42	VANDERBILT ST	WOODLAND AV	ALQUIRE PKWY	453	19	8,607	6-7	100	20	2	-	1	
43	PLACE HOLDER TO REPLACE DELETED STREETS	PLACE HOLDER TO REPLACE DELETED STREETS	PLACE HOLDER TO REPLACE DELETED STREETS	5,870	45	264,142	6-7	100	118	13	-	1	<-List of Streets to be Added Later

CITY OF HAYWARD

NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

In the performance of this contract the contractor or subcontractor agrees as follows:

1. **AFFIRMATIVE ACTION - GENERAL.** The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay or other forms of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. RECRUITMENT.

(a) **Non-union employees.** Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising such source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) **Union employees.** Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

3. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and shall assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. **ACCESS TO RECORDS.** The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

5. COMPLIANCE REVIEW PROCEDURES.

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough interview of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. **VIOLATIONS.** The City Manager shall deem a finding of willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgement, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. **REMEDIES FOR WILLFUL VIOLATION.** The contractor or subcontractor agrees that a finding of a willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

(REV. 5/13/94)

CITY OF HAYWARD SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

1. The size of the contractor's or subcontractor's existing work force;
2. The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for on or behalf of the City;
3. The projected turnover, vacancies, or workforce expansion that the contractor or subcontractor expects to occur during the term of the contract;
4. The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
5. An analysis showing the projected workforce that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
6. Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding, with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their workforces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

3. EXEMPTIONS. (Sec. 2-7.06, HMC)

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and
- (e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

6. CONTACT

City of Hayward Purchasing and Contract Compliance Specialist, (510) 583-4802.

BIDS EXCEEDING \$10,000 MUST INCLUDE EEO SCHEDULE 1,
ATTACHED
(rev. 5/13/94)

CITY OF HAYWARD
AFFIRMATIVE ACTION CERTIFICATION STATEMENT
(EEO Schedule - 1)

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies:

1. That it shall demonstrate compliance with the requirements established in THE AFFIRMATIVE ACTION PROVISIONS (EEO) FOR SUPPLY AND SERVICES CONTRACTS .
2. That it fully understands that the provisions contained in the City's SPECIAL AFFIRMATIVE ACTION PROVISIONS shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all Executive orders and federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

Joseph L. Ririe, P.E.
 (Print/Type Name of Company Official)


 (Signature of Company Official)

President
 (Title)

5/3/18
 (Date)

Name of Project: FY 2019 Pavement Rehabilitation and Preventative Maintenance & Resurfacing

Name of Firm: Pavement Engineering, Inc.

Address: 3485 Sacramento Drive, Suite A, San Luis Obispo, CA 93401
Street Number Name City State Zip

Telephone: (805)781-2256

Please check below as appropriate:

() Prime () Subcontractor () Supplier of Goods or Services

NOTE: A COMPANY THAT PREVIOUSLY HAS SUBMITTED AN AFFIRMATIVE ACTION COMPLIANCE REPORT DURING THE FISCAL YEAR DOES NOT HAVE TO COMPLETE THIS FORM. (REV. 5/13/84)

**AFFIRMATION OF NON-INVOLVEMENT IN
DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS**

The respondent to a City of Hayward Request for Proposal or recipient of a City of Hayward Purchase Order/Contract hereby certifies:

- 1) That it understands that City of Hayward Ordinance No. 87-024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person, which is knowingly or intentionally engaged in the development or production of nuclear weapons."
- 2) That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."
- 3) That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

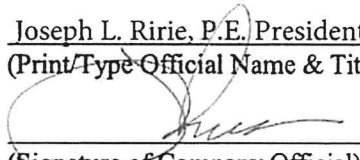
As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Pavement Engineering, Inc.
(Print/Type Company Name)

3485 Sacramento Drive, Suite A
(Company Address)

San Luis Obispo, CA 93401
(City/State/Zip Code)

Joseph L. Ririe, P.E., President
(Print/Type Official Name & Title)


(Signature of Company Official)

5/31/18
(Date)