

Exhibit “A” to
Agreement for Public Works Services

BASE SERVICES AND RELATED PERFORMANCE MEASUREMENTS

(See Attachment)

Exhibit “A” to Agreement for Public Works Services

Base Services and Performance Measurements

The following Base Services shall be provided by Contractor within City Limits throughout the Term. Unless otherwise specified herein, all capitalized “defined terms” herein shall have the same meanings as in the “Agreement for Public Works Services” (the “*Agreement*”) to which this is attached as Exhibit “A.”

Section 1 MANAGEMENT AND ADMINISTRATION.

A. Base Services.

(1) Contractor shall be responsible for general oversight of all Service delivery, including compliance with quality assurance, quality control, performance measurements, customer satisfaction, technical standards, and performance standards.

(2) Contractor shall be responsible for oversight and periodic reporting of an internal quality assurance and quality control program upon City’s request.

B. Performance Measurements. Contractor assures Service delivery and shall (1) provide a monthly report summarizing performance of work orders by priority status, and (2) meet the following standards which are further described in the Technical Standards:

(1) Priority 1 Requests – 90% of all priority 1 requests will be resolved within 24 hours.

(2) Priority 2 Requests – 90% of all priority 2 requests will be resolved within 3 business days.

(3) Priority 3 Requests – 90% of all priority 3 requests will be resolved within 7-10 business days of a work order being initiated.

(4) Priority 4 Requests – will be scheduled so as to maximize materials and efficiency.

Section 2 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.

A. Base Services. Provide the personnel, equipment and supplies necessary to ensure City’s compliance with all requirements of the Americans with Disabilities Act and all rules and regulations adopted or promulgated in furtherance thereof, as understood by Contractor and as reasonably directed by City, with respect to all public ways within City.

Section 3 PAVEMENT MANAGEMENT.

A. Base Services.

(1) Provide administrative, professional, field and clerical staff at levels sufficient to complete program management services for pavement management projects identified in City's pavement schedule. Administrative services shall include construction management, quality assurance, contractor performance evaluation, and public outreach.

(2) Provide non-administrative personnel, equipment and supplies necessary to support and constitute a modern, well-equipped road maintenance system. "Roads" and "Roadways" means the public streets within City Limits that fall under City's jurisdiction, which includes approximately 113 centerline miles of paved Roadways which are a mix of 2-lane, 4-lane and 4-lane divided streets, including some bike lanes. Roads that are maintained by the state of Utah and private roads are excluded. Before undertaking any general maintenance (whether overlay, slurry seal, chip seal or other maintenance) of Roadways within City Limits, Contractor shall notify (by door hangers or mailings) at least two days prior to the commencement of such work the residents and businesses located on or affected by Roadways where traffic restriction or inconvenience may occur as a result of any general maintenance.

(a) Overlay. Overlay Roadways within City Limits as directed by City in accordance with City's pavement management system maintained by City's engineer. Contractor's overlay process shall include milling the existing surface of the Roadway, if needed; sweeping if needed; raising manholes lids and other access lids to grade; applying tack coat; maintaining a minimum 2% cross slope wherever reasonably possible; ensuring that seams and joints are smooth; and compacting. Preparation for the overlay may also include crack sealing, hand patching, mechanical patching and/or level course as deemed necessary by Contractor to provide the best final product or as reasonably directed by City.

(b) Slurry Seal. Slurry seal Roadways within City Limits as directed by City in accordance with the pavement management system. Preparation for the slurry seal may also include crack sealing, hand patching, mechanical patching and/or level course as deemed necessary by Contractor to provide the best final product or as reasonably directed by City.

(c) Chip Seal. Chip seal Roadways within City Limits as directed by City in accordance with City's pavement management system. Preparation for the chip seal may also include crack sealing, hand patching, mechanical patching and/or level course as deemed necessary by Contractor to provide the best final product or as directed by City.

(d) Other Remedies. Coordinate with City to utilize other pavement management solutions to mitigate the affects of age, wear and deterioration of the Roadways. The unit quantities below show a baseline amount to use as a template for the scope of work that is anticipated. Quantities of each item shall be adjusted to best meet City's pavement management needs.

B. Performance Measurement.

(1) Contractor shall provide a written summary of Roadways improved each month, including reconstruction, resurfacing, chip seal, slurry seal, and rejuvenators. All work must meet APWA standards. Contractor shall use a materials laboratory to monitor quality control of materials used in connection with Contractor’s road maintenance obligations under this Agreement or as reasonably directed by City. Testing conducted by the materials laboratory shall include, without limitation, asphalt extraction gradation, core samples, nuclear density tests, sieve analysis and proctor tests on granular borrow road base and existing materials, and adequate concrete testing. Copies of specifications, tests performed and all test results shall be submitted to City promptly upon completion for review by City’s engineer. Proctor tests and submittals must be approved by City’s engineer before commencement of work.

(2) Quantities below are for 2014-15 pavement schedules. Value and quantity of service will be developed annually and agreed upon by both parties.

No.	Item	Quantity	Unit
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PAVEMENT MANAGEMENT

1.	Furnish and deliver 1/2-inch Super-Pave warm mix asphalt surface course material for 2-inch thick overlay, with PG 64-28 bituminous; including mix design and all required testing	5,870	Tons
2.	Place and compact warm mix asphalt surface course material, 2-inch thick, for overlay over existing roads in 2 project areas; including all required paving equipment, operators, fuel, and all appurtenant items	460,200	s.f.
3.	Furnish and place Type II slurry seal, complete	1,027,600	s.f.
4.	Furnish, place and complete chip seal, complete	237,700	s.f.

Section 4 GENERAL ROAD MAINTENANCE.

A. Base Services.

(1) Regularly inspect the Roadways and perform general road maintenance as needed or as reasonably directed by City. General road maintenance to be performed by Contractor includes pothole patching, crack sealing, hand patching, mechanical patching and level course. After patching, the Roadway shall be swept within seven days to remove any loose material. All general road maintenance on the Roadways shall be performed so as to limit traffic restrictions and inconvenience within City Limits.

(2) Sweep designated Roadways and promptly respond as needed to sweep spills, accident sites or other areas. Contractor also shall remove fallen limbs and other obstructions from the Roadways upon notice from City.

(3) Provide a range of activities to ensure that City’s Roadways are properly maintained. Pothole repair will be addressed proactively. Streets will be surveyed by area to determine minor roadway repairs needed. Work orders will be assigned to complete repairs efficiently according to the priority ranking assigned. Minor street maintenance activities may include, but are not limited to: evaluation of rehabilitation and replacement needs and priorities, long and short-term planning of budgetary needs, minor patching, major patching, skin patching, patch back, crack seal, pothole patching, gravel maintenance, shoulder rebuilding, and other related activities such as any related material hauling, guardrail repair, equipment maintenance, utility coordination, construction contractor coordination, flagging and inspection. Pothole patching includes surface patching and crack repairing.

B. Performance Measurements.

(1) Complete quantities of crack sealing, pothole patching, patch back, gravel maintenance as specified below. Quantities below are for 2014-15 pavement schedules. Value and quantity of service will be developed annually and agreed upon by both parties

No.	Item	Quantity	Unit
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GENERAL ROAD MAINTENANCE			
1.	Furnish and place crack seal material, complete; including cleaning cracks	80,000	lbs.
2.	Hand patching of potholes, complete, up to 20 s.f. each; including cleaning, furnishing and placing asphalt material, and compacting	1,000	s.f.
3.	Mechanical patching of potholes, complete, up to 40 s.f. each; including cleaning, furnishing and placing asphalt material, and compacting	2,000	s.f.

Section 5 SNOW MANAGEMENT.

A. Base Services.

(1) Implement and maintain a customized snow management plan (“SMP”) that incorporates industry best management practices for City based on City’s snow and ice control plan. The primary goal of the SMP is to clear safe and passable drive lanes during and after a storm event to provide for the safe and orderly movement of traffic and for effective storm response. The SMP is part of the annual Work Plan.

(2) Provide the personnel, equipment and supplies (except Ice Melt, unless City chooses to have Contractor supply Ice Melt) necessary to remove snow and ice from the Roadways, and to provide a modern, well-equipped snow management service in full compliance with the SMP and the Technical Standards. To that end, Contractor shall maintain a minimum of

ten trucks for exclusive use under City's snow management plan, consisting of three tandem plow units and three five-yard trucks for primary and secondary roadways, as well as four pickup plows for residential streets and cul-de-sacs.

(3) Snow removal shall include at a minimum at least one pass of a snow plow on all Roadways no later than 12 hours after the end of any single snow storm. As part of the SMP, the parties shall cooperate to prepare a listing of the relative priority of each Roadway in City for snow removal, including an approximate timetable for clearing each category of Roadway. The Roadway priority list and other aspects of the SMP are subject to modification from time to time at City's reasonable request. Snow removal on all primary and secondary snow routes (Priority 1 Arterial and Priority 2 Collector Streets) will meet the surface condition requirements as specified in the Technical Standards in the shortest practical time given the conditions of each storm.

(4) Coordinate snow removal activities and oversee all aspects of a snow event, ensuring that staff is familiar with the current conditions and proper procedures. When a storm is predicted, all first-shift supervisors and operators will be notified, and will be required to standby for immediate availability. Area supervisors may be exclusively dispatched at the beginning of a storm to evaluate streets and spot-treat surfaces where necessary. If the storm intensifies, the Public Works Director will advise City representative(s) before additional equipment operators will be mobilized.

(5) Work with City's public safety and communications staff and providers to develop a coordinated plan and protocol for response to snow and ice events. Contractor's field services personnel will maintain regular contact with City's designee, relaying current weather conditions, road conditions and staffing levels, and will recommend additional deployment or material applications as the situation dictates. Contractor will provide additional supervisory staff on site for coverage during snow events. Contractor will communicate with the City Manager and other designated staff members during all phases of snow events in accordance with the established protocols.

(6) Respond to calls related to clogged storm drain inlets during snow melting or heavy rain events.

(7) Track all snow removal equipment using GPS technology. All data from each truck shall be regularly downloaded and preserved for future reference and use. The use and efficiency of each vehicle or piece of equipment shall be included in a monthly performance report provided to City.

B. Performance Measurements.

(1) The parties will meet to reconcile and agree on the effort expended and reported for snow removal activities. The parties shall come to an agreement for the cost per hour for each vehicle or piece of equipment.

Section 6 TRAFFIC SIGN MAINTENANCE.

A. Base Services.

(1) Provide the personnel, equipment and supplies necessary to provide and maintain regulatory signs, directional signs, streets signs and other signs (collectively, “*traffic signs*”) as reasonably needed to maintain adequate and reasonable traffic signs within City Limits. Traffic sign maintenance shall be performed in accordance with all applicable standards and procedures.

(2) Inspect and update inventory of all regulatory traffic signs located within City Limits as signs are updated or replaced at least annually, and repair or install new traffic signs as needed or as reasonably directed by City. The regulatory traffic sign inventory will be used to create or update a database for all regulatory traffic signs within City Limits containing for each such sign its location, facing direction, type, designation, condition, last survey date, installation date, and grid number.

(3) Operate a sign maintenance program that builds upon the existing sign database.

(4) Operate a sign inspection program that ensures all signs are inspected over a 5-year period and replace any signs not meeting MUTCD retro reflectivity levels. The overall goal is to bring signs up to current standards in an orderly progression and to schedule inspection and replacements as needed, based on retro reflectivity standards. Work orders for sign replacement will be entered into a database that is kept current.

(5) Trim/remove brush in order to provide clear visibility for traffic signs and for sight triangles at intersections.

(6) Respond within one hour to repair or replace any “STOP” or “YIELD” sign that is missing or down, and the next business day to repair or replace any other sign after notice from City’s public works department or CHPD.

B. Performance Measurement.

(1) Maintain City’s traffic signs to MUTCD standards, including fabrication and installation for quantity of signs as specified below. Value and quantity of service will be developed annually and agreed upon by both parties.

No.	Item	Quantity	Unit
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TRAFFIC SIGN MAINTENANCE

1.	Furnish and replace stop and yield signs, complete; within one hour of notice	10	ea.
2.	Furnish and replace regulatory signs, complete; within 24 hours of notice	10	ea.

3. Furnish and replace street I.D. signs, complete; as soon as fabrication allows 35 ea.

Section 7 PAVEMENT STRIPING.

A. Base Services.

(1) Develop and implement a plan for maintenance and improvement of existing pavement markings. Utilize an asset management system to create an implementation plan that prioritizes staffing, equipment, and materials based on annual inspections. Develop and implement an enhanced pavement marking program to bring all streets up to MUTCD reflectivity standards.

(2) Provide the personnel, equipment and supplies necessary to provide adequate and reasonable reflective striping on the Roadways within City Limits. The application rate of the striping must meet APWA standards. Contractor shall stripe 4-inch striping for all 5 arterial streets (Fort Union Blvd, Highland Drive, 1300 East, Bengal Boulevard, and Creek Road from Highland Drive to 1300 East) at least once annually. All roadways must be maintained to meet MUTCD reflectivity standards at all times.

(3) The striping shall include, without limitation, all road striping and pavement markings including, but not limited to, school legends, crosswalks, turn arrows and stop bars.

B. Performance Measurements.

(1) Maintain City’s roadway striping to MUTCD standards including traffic paint and thermoplastic pavement marking tape for lane striping, crosswalk markings, school crossings and directional arrows as shown below. Value and quantity of service will be developed annually and agreed upon by both parties.

No.	Item	Quantity	Unit
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PAVEMENT STRIPING QUANTITIES

1.	Furnish and apply traffic paint for 4-inch wide striping, complete, for all residential streets including all required layout, paint, equipment, operators, fuel, and all appurtenant items	30,000	1.f.
2.	Furnish and apply traffic paint for 4-inch wide striping, complete, for all collector streets including all required layout, paint, equipment, operators, fuel, and all appurtenant items	267,000	1.f.
3.	Furnish and apply traffic paint for 4-inch wide striping, complete, for all 5 arterial streets (Fort Union Blvd, Highland Drive, 1300 East Street, Bengal Blvd, and Creek Road from Highland Drive to 1300 East) once annually; including all required layout, paint, equipment operators, fuel, and all appurtenant items	335,000	1.f.

4.	Furnish and apply traffic paint for residential crosswalks, complete; including all required layout, paint, equipment, operators, fuel, and all appurtenant items	20	ea.
5.	Furnish and apply traffic paint for collector street crosswalks, complete; including all required layout, paint, equipment, operators, fuel, and all appurtenant items	10	ea.
6.	Furnish and apply thermoplastic pavement marking tape for high visibility crosswalks, complete, on arterial streets; including all required layout, paint, equipment, operators, fuel, and all appurtenant items	20	ea.
7.	Furnish and apply traffic paint for school crossings, complete; including all required layout, paint, equipment, operators, fuel, and all appurtenant items	10	ea.
8.	Furnish and apply thermoplastic pavement marking tape for directional arrows, complete; including all required layout, paint, equipment, operators, fuel, and all appurtenant items	20	ea.

Section 8 STORM DRAIN MAINTENANCE.

A. Base Services.

(1) Provide all personnel, equipment and supplies necessary to provide adequate and reasonable storm drain maintenance, including (a) checking all drainage grates, culverts and piping within City Limits on a regular basis, and (b) cleaning all grates, drains, culverts and pipes. The internal cleaning of the drains and piping will be performed for no less than two consecutive months during the summer months and shall include cleaning clogged drains and piping below the surface of the ground with power jetter equipment and/or vacor trucks and promptly removing and disposing of all resulting debris.

(2) Develop and implement a maintenance plan to address the cleaning of the storm drain system within a five-year program. Such plan will be developed with a proactive stance in mind. Priority should be shown to storm water infrastructure more essential to the overall system. Contractor shall provide monthly progress report, tracking the location and general condition of storm drain inlets, manholes, cleanout boxes, collection pipes, and detention pond structures cleaned.

(3) At least twice annually, inspect all City-owned detention ponds for litter and debris and collect and haul away any litter and debris found. Illegal dumping of non-hazardous material sometimes occurs, and this material shall be removed and disposed of properly. All hazardous material found shall be reported to City promptly. “*Hazardous material*” includes explosives, harmful gases, flammable liquids, flammable solids, oxidizer and organic peroxide, toxic and poisonous material, radioactive material, corrosive material and other dangerous or hazardous material. All hazardous material removal will be removed directly by City or will be handled as an enhanced service.

(4) During and after snow and rain storms, Contractor shall inspect storm drains and grates within City Limits as necessary and promptly remedy any drainage problems.

(5) Comply with the requirements of City’s Jordan Valley UPDES Permit. Contactor shall observe all requirements regarding storm water disposal and illicit discharge reporting. Contractor shall train and maintain employees that are able to identify illicit discharges including spills, improper disposal, and illicit connections, and will document and notify City of any discovery of an illicit discharge.

B. Performance Measurements.

(1) Contactor shall provide a summary of work completed each month, and shall complete quantities of work as outlined below. Value and quantity of service will be developed annually and agreed upon by both parties.

No.	Item	Quantity	Unit
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STORM DRAIN MAINTENANCE			
1.	Clean and maintain storm drain catch basins, complete; including disposal of debris	220	ea.
2.	Clean and maintain storm drain pipe lines, complete; including vacuum trucks and disposal of removed material	2 months	Per year

Section 9 OTHER RIGHT-OF-WAY MAINTENANCE.

A. Base Services.

(1) Perform other right-of-way maintenance, including weed control, vegetation trimming, litter pickup, hand mowing and sweeping, tree trimming where travel lanes are impacted, island maintenance, graffiti removal from City-owned assets, and any related equipment for maintenance and traffic control.

(2) Develop a program for weed control for standardized routes within City Limits. Spot-treat medians and other hard-scaped (concrete or rock landscape) areas with vegetation killer throughout the growing season. Develop mowing program for designated routes. The mowing season will begin in May and extend through September.

(3) Trim vegetation as necessary to provide a clear view of traffic control devices within City Limits.

(4) Perform litter pickup on designated areas.

(5) Coordinate graffiti removal on traffic control signs and other City assets with CHPD.

(6) Remove fallen dead trees in City’s public rights-of-way.

(7) Remove dead animals--up to the size of a large dog--from the travel lanes of City's public rights-of-way and City's Mountview Park.

B. Performance Measurements.

(1) Contactor shall utilize a weed control program which includes trimming and removal of undesirable plant material.

(2) Contactor shall maintain right-of way vegetation at a maximum height of 8 inches.

(3) Contractor will provide an annual report on the tonnage of litter and waster collected for City records.

(4) Contractor will complete quantities of work as outlined below. Value and quantity of service will be developed annually and agreed upon by both parties.

Section 10 EMERGENCY RESPONSE.

A. Base Services.

(1) Provide emergency response for issues creating a hazard to public safety, health, and welfare, including roadway failures, downed trees, flooding, etc. Initial response will include providing warnings and traffic control devices to warn motorists of a hazard. If City requires clean up with existing staff during normal operating hours, existing resources can be deployed to deal exclusively with the emergency, as required. If City elects to have additional staff assist in the storm cleanup to expedite the process outside a normal work routine, however, such work shall be an Enhanced Service. In the event of a declared emergency or disaster, Contractor will work at the direction of City's designee, or the CHPD when directed by City's designee.

B. Performance Measurements.

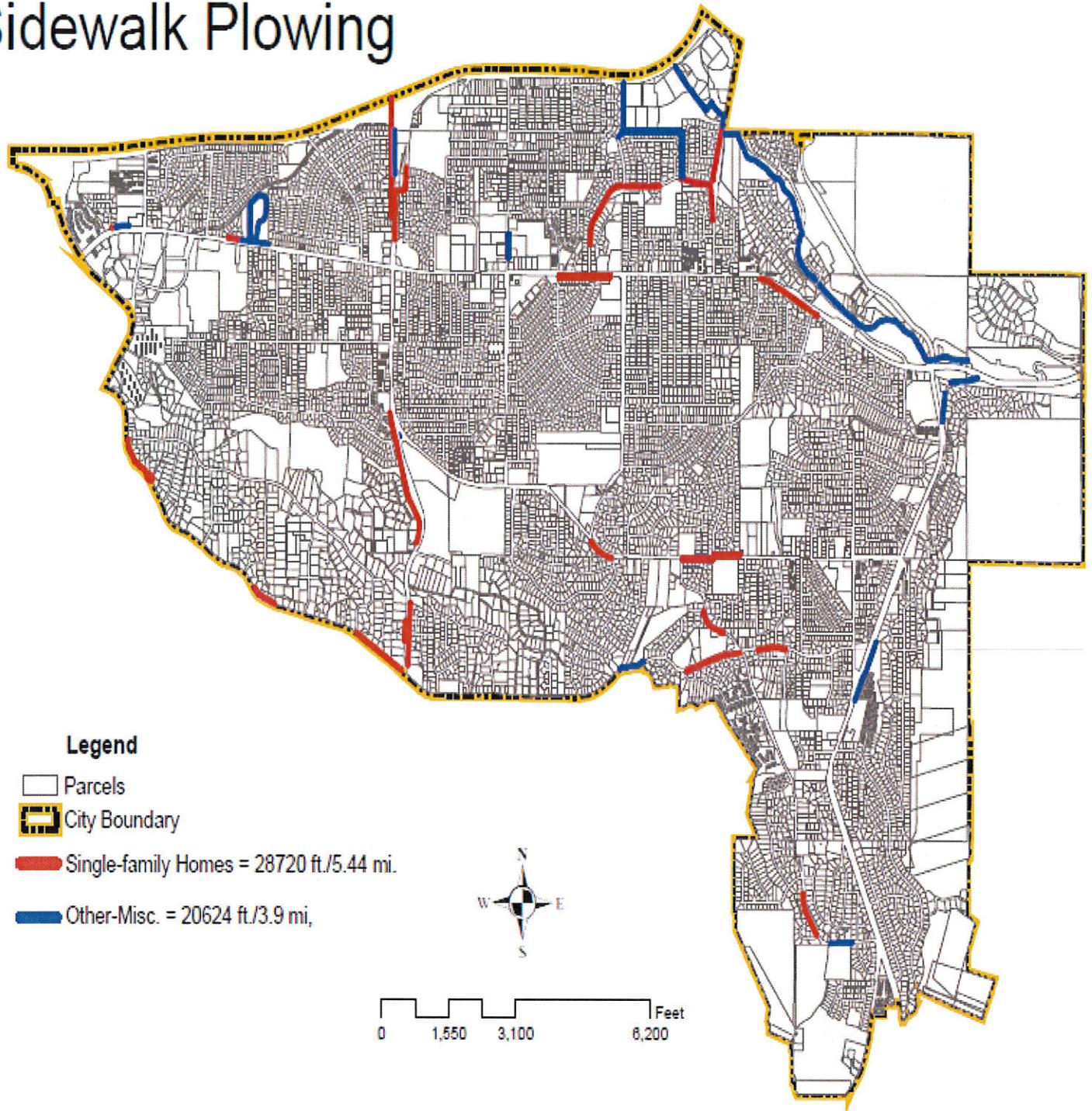
(1) Provide emergency response as soon as is safely practical but not to exceed two hours for initial assessment and four hours for crews to arrive onsite as needed.

Section 11 CITY SIDEWALK & TRAIL PLOWING.

A. Base Services.

(1) Contractor shall provide plowing services for the following sidewalks and trails within 24 hours after a snow event per the below map, which identifies approximately 9.5 miles of City-owned sidewalks and trails.

Sidewalk Plowing



Section 12 ADDITIONAL SERVICES.

A. Base Services.

(1) Provide 200 hours of additional services for miscellaneous requests by City for activities that are outside of the scope of work indicated in this Exhibit “A.” The additional services include, without limitation, repairs needed for vandalism, graffiti removal, fencing, touch-up painting, miscellaneous installations (street benches, garbage cans, and banners), emergency response, response to damage report and malfunctions, pipe/manhole cleaning, installation of holiday lights, tree trimming, surface cleanup, gravel maintenance (shouldering) and special events.

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Exhibit “B” to
Agreement for Public Works Services

START-UP ACTIVITIES

(See Attachment)

Exhibit “C” to
Agreement for Public Works Services

ENHANCED SERVICES AND RELATED SCHEDULE OF COSTS

(See Attachment)

Enhanced Services

	Description	Qty	Unit	Rate
1	Superintendent	TBD	Hour	\$ 62.00
2	Superintendent (Overtime/Weekend)	TBD	Hour	\$ 94.00
3	Operator	TBD	Hour	\$ 51.00
4	Operator (Overtime/Weekend)	TBD	Hour	\$ 77.00
5	Laborer	TBD	Hour	\$ 43.00
6	Laborer (Overtime/Weekend)	TBD	Hour	\$ 65.00
7	Mobilization of small equipment per hour	TBD	Hour	\$ 142.00
8	Mobilization of small equipment per hour (Overtime/Weekend)	TBD	Hour	\$ 171.00
9	Mobilization of large equipment per hour	TBD	Hour	\$ 199.00
10	Mobilization of large equipment per hour (Overtime/Weekend)	TBD	Hour	\$ 239.00
11	Pickup truck with driver	TBD	Hour	\$ 54.00
12	Pickup truck with driver (Overtime/Weekend)	TBD	Hour	\$ 85.00
13	Skid Steer with operator	TBD	Hour	\$ 88.00
14	Skid Steer with operator (Overtime/Weekend)	TBD	Hour	\$ 102.00
15	Backhoe 310 with operator	TBD	Hour	\$ 85.00
16	Backhoe 310 with operator (Overtime/Weekend)	TBD	Hour	\$ 102.00
17	5-yard dump with operator	TBD	Hour	\$ 85.00
18	5-yard dump with operator (Overtime/Weekend)	TBD	Hour	\$ 102.00
19	Tandem dump truck with operator	TBD	Hour	\$ 97.00
20	Tandem dump truck with operator (Overtime/Weekend)	TBD	Hour	\$ 118.00
21	Loader 444 with operator	TBD	Hour	\$ 131.00
22	Loader 444 with operator (Overtime/Weekend)	TBD	Hour	\$ 157.00
23	Air compressor	TBD	Hour	\$ 34.00
24	Air compressor (Overtime/Weekend)	TBD	Hour	\$ 41.00
25	Motor grader with operator	TBD	Hour	\$ 210.00
26	Motor grader with operator (Overtime/Weekend)	TBD	Hour	\$ 252.00
27	Snow Operations – Tandem plow and sander with operator over 300 hrs of use	TBD	Hour	\$ 95.00
28	Snow Operators – 5 yard dump with plow and sander with operator over 300 hrs of use	TBD	Hour	\$ 95.00
29	Snow Operations – Loader for snow removal with operator	TBD	Hour	\$ 180.00
30	Snow Operations – Motor grader with operator	TBD	Hour	\$ 266.00

Materials will be at cost plus 15%