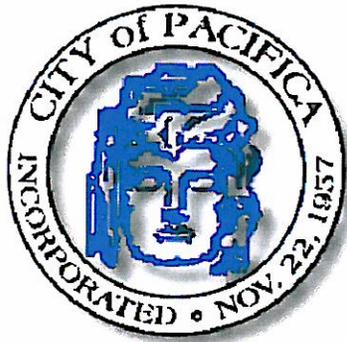


CITY OF PACIFICA

Beach Boulevard Seawall Guardrail Repair Project



September 2016

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SECTION 1.

PROJECT DESCRIPTION

Beach Boulevard Seawall Guardrail Repair Project

The Work consists, generally, of replacement of stainless steel guardrail on the seawall in the vicinity of the intersection of Beach Boulevard and Santa Maria Avenue, and repair of stainless steel guardrail at the stairway in the seawall in the vicinity of the intersection of Beach Boulevard and San Jose Avenue, which sustained damage during the El Nino disaster of 2016.

(see Appendix A for detailed description)

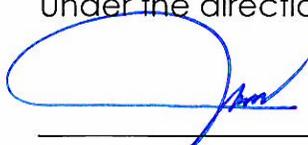
These specifications were prepared by the following professional engineer:



Lee Panza, PE
Associate Civil Engineer
City of Pacifica
Professional Engineering License No. 75601
Expires on 6/30/2018



Under the direction of:



Van Dominic Ocampo, PE
City Engineer/Public Works Director
City of Pacifica
Professional Engineering License No. 59601
Expires on 12/31/2017

SECTION 2.

NOTICE TO BIDDERS:

INVITATION FOR BIDS

The City Of Pacifica invites sealed proposals for a project described in the specifications document entitled

Beach Boulevard Seawall Guardrail Repair Project,

which is on file in the Office of the City Engineer at 151 Milagra Drive (650 738-3767) in said City and to which reference is hereby expressly made for more particular description of the work to be done. All work is to be done in accordance with said specifications document.

General work description:

The Work consists, generally, of replacement of stainless steel guardrail on the seawall in the vicinity of the intersection of Beach Boulevard and Santa Maria Avenue, and repair of stainless steel guardrail at the stairway in the seawall in the vicinity of the intersection of Beach Boulevard and San Jose Avenue, which sustained damage during the El Nino disaster of 2016 in the City of Pacifica.

Bids due by: Thursday, September 8, 2016 at 10:00 a.m.

A Class A, Class C-13, Class C-23 or C-60 California contractor's license is required for this contract. Contractors must be registered and qualified to perform public work in compliance with Labor Code section 1775.1 et seq.

NOTICE IS FURTHER GIVEN that the City of Pacifica has heretofore established a prevailing rate and scale of wages. Reference is hereby made to said list of prevailing wage rates which has been determined pursuant to Section 1773 of the Labor Code, and which are heretofore established by reference. The prevailing rate and scale of wages for this contract is the determination made by the Director of Industrial Relations as applicable to San Mateo County. A copy of the determination is on file at the office of the Director of Public Works/ City Engineer.

The Contractor to whom this project is awarded shall, in the performance of the work and improvements, conform to the Labor Code of the State of California and other laws of the State of California applicable hereto.

Beach Boulevard Seawall Guardrail Repair Project

All proposals shall be accompanied by a cashier's or certified check payable to the order of said City amounting to 10% of the bid amount or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety or by the bidder and two sureties who shall testify before any officer competent to administer an oath. Said check shall be forfeited, or said bond shall become payable, to said City if the bidder depositing the same does not enter into a contract with the City within 10 days after written notice that the contract has been awarded to said bidder.

Successful Contractor shall furnish City a faithful performance bond and labor and material bond and insurance certificates as required in these specifications.

The City of Pacifica hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, age, color, national origin, creed, sexual orientation or marital status in consideration for an award.

The time fixed for receiving sealed bids or proposals for the doing of said work and improvements herein ordered is **September 8, 2016**, at the hour of **10:00 a.m.** o'clock at the Office of the City Clerk, 170 Santa Maria Avenue, Pacifica, California 94044, which said time and place are hereby fixed as the time and place of a public meeting, at which said public meeting said bids will be publicly opened, examined and declared by the City Clerk; said bids, after being publicly opened, examined and declared, will be calculated by the Engineer, their report returned to the City Clerk, and the report of the results of the bidding and the calculations of the Engineer will be reported to the City Council of the City of Pacifica at the next regular meeting thereof. The City Council of the City of Pacifica reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and it may also reject the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of Pacifica.

Time of completion for all work shall be **thirty (30)** working days after the Commencement Date given on a Notice to Proceed.

SECTION 3.

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The City of Pacifica herein called the "Owner," invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the City Clerk at the time stated in the Notice to Bidders and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Office of the City Clerk, Attn: Director of Public Works /City Engineer, 170 Santa Maria Avenue, Pacifica, California 94044 and designated as "**Beach Boulevard Seawall Guardrail Repair Project.**"

The Owner may waive any informalities in any bid not prepared and submitted in accordance with the provisions hereof, or may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms provided in the Proposal section and accompanied by certification by bidder. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his or her address, and the name of the project for which the bid is submitted.

The section titled "Proposal" contains the required forms for bid preparation, except the Bidder's Bond form, which is in Section 5.

3. Bid Security

Each bid must be accompanied by a cashier's check, or a certified check of the bidder, or a bid bond fully executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the

Beach Boulevard Seawall Guardrail Repair Project

Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his bid.

4. Subcontracts

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under his contract must be acceptable to the Owner and must submit certification by proposed subcontractor regarding Equal Employment Opportunity. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence showing that he/she has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Qualification Statement

The “**Contractor’s Qualification Statement**,” supplied with this specification, must be filled out completely and submitted with the bid; failure to do so may result in bid rejection. ***It is to be considered proprietary information and is to remain private to the maximum extent allowable by law.***

6. Liquidation Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten days after he has received notice of acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

7. Conditions of Work

Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any contractor. All public information in City files relating to this project may be reviewed by the bidder prior to submitting the bid.

8. Addenda and Interpretations

Every request for interpretation should be made to the City of Pacifica, Director of Public Works/City Engineer, Van Dominic Ocampo, 170 Santa Maria Avenue, Pacifica, California, (650) 738-3767, and must be submitted no less than three days prior to the date fixed for the opening of bids. Any and all supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made available to all prospective bidders. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. All bidders must acknowledge receipt of all addenda as part of the proposal.

9. Security for Faithful Performance

Simultaneously with his delivery of the signed Contract, the selected Contractor shall furnish the following surety bonds and certificates of insurance:

Performance Bond, 100% of the contract price;

Labor and Materials Payment Bond, 100% of the contract price;

Insurance;

All in amounts as specified in Appendix C included herein. The surety on all bonds shall be a duly authorized company satisfactory to the Owner.

10. Notice of Special Provisions

Attention is particularly called to those parts of the Contract Documents which deal with the following:

- General Conditions
- Special Provisions
- Technical Specifications.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable Federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full.

Beach Boulevard Seawall Guardrail Repair Project

Records pertaining to this Contract shall be subject to the examination and audit of the Auditor General and the State for a period of three years after final payment under the Contract. Adequate records for such audit in form approved by the State shall be maintained and expenditures not approved by the State shall be borne by others.

12. Method of Award — Lowest Qualified Bidder

The Owner reserves the right to determine the lowest qualified bidder based upon the best bid as determined by the Owner. The Owner may reject any and all bids.

13. Obligation of Bidder

Prior to opening of bids, it is required that each bidder shall have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including any addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of the bid.

14. Quantities of Work

Bidders agree that any quantities given in the bid form and in other Contract Documents are approximate only, being given primarily as a basis for the comparison of bids. The Owner does not – expressly or by implication – agree that the actual amount of work will correspond therewith. Due to the nature of this project (performing repairs after extensive storm damage) and the mechanism of funding (grant funding in an amount not yet determined) the Owner reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or expedient by the Owner.

15. Affirmative Action and Equal Employment Opportunity

Executive Order 11246, as amended, (Equal Employment Opportunity), requires that a prime contractor or subcontractor who signs a contract on a Federally assisted construction project assumes the obligation to take whatever affirmative actions are necessary to assure an equal employment opportunity in all aspects of employment irrespective of race, sex, age, color, national origin, creed, sexual orientation or marital status.

All construction contractors and subcontractors covered by the Executive Order 11246, as amended, are required to take affirmative action toward employment opportunity.

SECTION 4.

PROPOSAL

PROJECT TITLE: Beach Boulevard Seawall Guardrail Repair Project

BUSINESS NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE: _____

The work to be done and referred to herein is in the City of Pacifica, County of San Mateo, State of California, for the **Beach Boulevard Seawall Guardrail Repair Project** to be constructed in accordance with the Agreement and the General Conditions, Special Provisions, Technical Specifications annexed hereto, and also in accordance with the California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 dated March 1982.

The work to be done is described in the Specifications entitled:

Beach Boulevard Seawall Guardrail Repair Project

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation and in submitting this proposal, the undersigned bidder agrees that if it is determined that he or she is the successful bidder that he has carefully examined the locations of the proposed work, the annexed proposed form of Agreement and the Specifications therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Pacifica, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Agreement, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, as listed in the bid schedule herein.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and an extension for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the Extension column shall be the extension of the unit price bid on the basis of the estimated quantity for the item. In the case of a discrepancy between the unit price and the extension set forth for the item, the extension price shall prevail, provided, however, if the amount set forth as an extension price is ambiguous, unintelligible or uncertain for any

Beach Boulevard Seawall Guardrail Repair Project

cause, or is omitted, then the amount set forth in the Unit Price column for the item shall prevail in accordance with the following.

1. As to lump sum items, the amount set forth in the Unit Price column shall be the item price.
2. As to unit basis items, the amount set forth in the Unit Price column shall be multiplied by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid with surety satisfactory to the City of Pacifica, within ten days not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the City that the contract has been awarded, the City may, at its option, determine that the bid shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract, namely: Notice to Bidders, Instructions to Bidder, Proposal, Agreement, General Conditions, Special Provisions, Technical Specifications, Attachments and any Addenda setting forth any modifications or interpretations of any said documents.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself/herself as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and understands that the City of Pacifica will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the Agreement and furnish the required surety bonds and certificates of insurance within ten days after notice of acceptance of bid by the City, and shall complete said work within the number of working days as noted in the Specifications from the date specified in the Notice to Proceed given by the City.
5. The undersigned hereby certifies that this proposal is genuine and not sham nor collusive, nor made in the interest or in the behalf of any person not herein named and that the undersigned has not directly or indirectly induced or

Beach Boulevard Seawall Guardrail Repair Project

solicited any other bidder to put in a sham bid or any other person, form or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he puts in a bid. The award of any such work is to be entirely at the discretion of the City of Pacifica after evaluation of the bids submitted. The bidder will be liable for forfeiture to the City of Pacifica of 10% of the total amount of his bid price in accordance with the foregoing stipulations in event of his failure to execute a contract and furnish required bonds therefor within the time provided.

7. The undersigned agrees that the quantities given in the Proposal and other Contract Documents are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the City.

8. The undersigned agrees that the price bid for each item of work includes all applicable taxes.

9. The undersigned agrees to submit a list of subcontractors, including name and location of place of business, who will perform labor or render service to the Contractor in or about the construction of the work or the improvement in an amount in excess of ½ of 1% of the Contractor's total bid.

Portion of work which will be done by each subcontractor:

<u>NAME</u>	<u>SPECIFIC WORK</u>	<u>LICENSE #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Beach Boulevard Seawall Guardrail Repair Project

SCHEDULE OF BID PRICES

NOTE: Quantities are only for comparing bids; see section 14 in the Instructions to Bidders

ITEM NO.	BID ITEM	ESTIM. QUANT.	UNITS	UNIT PRICE	EXTENSION
1	MOBILIZATION & DEMOBILIZATION	1	LS		
2	HORIZONTAL GUARDRAIL	73	LF		
3	STAIRWAY GUARDRAIL	1	LS		

TOTAL BID PRICE: \$ _____

Total Bid Price for this Proposal, in words:

_____ Dollars and _____ Cents

(In case of discrepancy between words and figures, the words shall prevail.)

THE BIDDER MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA. Not checking the boxes for all issued addenda will disqualify the bid.

<u>Addendum #</u>	<u>Received</u>	<u>Addendum #</u>	<u>Received</u>
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>

BIDDER'S CERTIFICATION:

I do hereby affirm, under penalty of perjury, that I am authorized on behalf of the firm that I represent to submit the foregoing Proposal, and said firm agrees to enter into contract with the City of Pacifica in accordance with the terms contained in the referenced Contract Documents.

_____ (name and title)

_____ (date)

Beach Boulevard Seawall Guardrail Repair Project

SECTION 5.

BIDDER'S BOND FORM

(In the Amount of 10% of the Amount Bid)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

as Principal, and _____
as Surety, are held and firmly bound unto the City of Pacifica, hereinafter called the City, in the sum of 10% of the total amount of the bid of the Principal above named, submitted to said Principal to said City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of \$_____.

THE CONDITIONS OF this obligation are such that, **WHEREAS**, the above-bound Principal has submitted the above-mentioned bid to said City, for certain construction specifically described below, for which bids are to be opened at the Office of the City Engineer, 170 Santa Maria Avenue, Pacifica, California;

for the: **Beach Boulevard Seawall Guardrail Repair Project**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required in the specifications for the work described hereinabove, or if there be no time period specified, then within ten days after the notice of the award of contract, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be void, otherwise it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS THEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20__.

Principal _____ Surety _____

Beach Boulevard Seawall Guardrail Repair Project

(a) As a general contractor: _____ (b) As a subcontractor: _____

List all major construction projects your organization currently has in progress, giving the name of the project owner, architect, contract amount, percentage of completion and scheduled completion time:

State the total worth of work in progress under contract: _____

In the following spaces show the major projects (ten maximum) your organization has completed during the last five years; be specific as to the nature of the work your firm actually performed:

Year completed	Type of work (be specific)	Value of work performed	Client: city and state, contact person/phone

Beach Boulevard Seawall Guardrail Repair Project

Have you been assessed liquidated damages for any project in the past three years?

Yes No

If yes, explain the amount assessed: _____

Have you been in litigation on a question relating to your performance on a contract during the past three years? Yes No

If yes, explain: _____

Are there any outstanding judgments, liens, claims, arbitration proceedings or suits pending against your organization or its officers? Yes No

If yes, explain: _____

Has your organization filed any lawsuits or requested arbitration with regard to a construction contract within the last five years? Yes No

If yes, explain: _____

Within the last five years, has any officer or principal of your organization been an officer or principal of another organization that failed to complete or defaulted upon a construction contract? Yes No

If yes, explain: _____

Have you defaulted upon or failed to complete a contract? Yes No

If yes, explain: _____

Beach Boulevard Seawall Guardrail Repair Project

Within the last five years, has your organization failed to pay prevailing wages where required or state or federal taxes or contributions?

Yes No

If yes, explain: _____

Has your organization been investigated by or is currently under investigation by any governmental agency for violation of the state Labor Code, state Business and Professions Code or state licensing laws?

Yes No

If yes, explain: _____

In what other lines of business pertaining to this statement do you have a financial interest:

Name the persons with whom you have been associated in business as partners or joint ventures in each of the last five years:

Beach Boulevard Seawall Guardrail Repair Project

What is the construction experience of the principal individuals of your present organization?

Individual's name	Present position or office in your organization	Years of construction experience related to this project	Magnitude and type of work

List subcontractors to whom you have subcontracted work in the last two years:

Name of firm	Address and telephone number

Beach Boulevard Seawall Guardrail Repair Project

List the names of three architects or engineers whose jobs you have worked on in the past two years:

Name	Address	Telephone number

List your five major suppliers of equipment, supplies and materials:

Name	Address

4. **FINANCIAL QUALIFICATIONS**

Name, address and telephone number of bank:

Total line of credit: _____

How secured: _____

How much of your line of credit is currently available? _____

Name of loan officer: _____

(List additional banks on separate sheet, if applicable.)

Beach Boulevard Seawall Guardrail Repair Project

Please attach your organization's latest balance sheet and profit and loss statement prepared by a certified public accountant, showing assets and liabilities.

List and explain all contingent liabilities:

Explain any stop notice(s) filed against you in the past three years:

Date	By whom	How resolved	Why filed

Name and address of surety and surety's agent:

Has your firm or any of its principals defaulted so as to cause a loss to a surety?

Yes No

If yes, enter the date(s), name and address of surety and details: _____

Has your organization or any of its principals ever petitioned for bankruptcy?

Yes No

If yes, please provide date and details: _____

(END OF CONTRACTOR'S QUALIFICATION STATEMENT)

Beach Boulevard Seawall Guardrail Repair Project

CITY OF PACIFICA
170 Santa Maria Ave., Pacifica, CA 94044

CONSTRUCTION SERVICES AGREEMENT

Beach Boulevard Seawall Guardrail Repair Project

DATE: _____, 2016

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: _____

CALIFORNIA CONTRACTORS LICENSE NO: _____

2. SCOPE OF THE WORK

See Scope of Work attached as **Appendix A**.

COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$ dollars (\$.), to be paid as lump sum. All payments shall be subject to a five percent (5%) retention.

3. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within thirty (30) calendar days of Notice to Proceed.

3.01 Liquidated Damage Amounts.

- A. As liquidated damages for delay Contractor shall pay Owner Two Hundred dollars (\$200.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Two Hundred dollars (\$200.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

Beach Boulevard Seawall Guardrail Repair Project

4. TERMS AND CONDITIONS.

4.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

- A. Appendix A – Scope of Work
- B. Appendix B – General Conditions
- C. Appendix C – Insurance
- D. Appendix D – Construction Labor and Materials Payment Bond
- E. Appendix E – Construction Performance Bond

4.02 The Contract Documents are the sole and exclusive provisions that govern the Work. Any provision contained in any Owner purchase order issued in connection with this Agreement or any Work shall be null and void and shall have no force or effect.

4.03 The name of the project (**Beach Boulevard Seawall Guardrail Repair Project**) must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon or as otherwise provided in the Contract Documents to :

**City of Pacifica, Department of Public Works,
170 Santa Maria Avenue, Pacifica, CA 94044.**

CONTRACTOR:

OWNER: **City of Pacifica**

Signature

Signature

Print Name & Title

Lorie Tinfow, City Manager

Date

Date

Addresses for Notices:

Attn: _____

City of Pacifica
151 Milagra Drive
Pacifica, CA 94044
Attn: Van Ocampo, City Engineer

Appendix A to Construction Services Agreement

SCOPE OF WORK

HORIZONTAL GUARDRAIL:

Fabricate and install approximately seventy three (73) lineal feet of guardrail to replace guardrail across from the end of Santa Maria Avenue that was destroyed in recent storms. The guardrail is to be approximately 3'-6" high tubular stainless steel rail and posts, with ¼" horizontal stainless steel cables approximately 3½" on center between the horizontal rail and the concrete seawall cap. The posts are to be anchored into existing holes in the seawall cap. The new guardrail is to be welded to the existing guardrail and posts. The assembly is to match the existing guardrail as closely as practicable.

STAIRWAY GUARDRAIL:

Apply lateral pressure to straighten the four posts at the stairway across from the end of San Jose Avenue to set them back up plumb. Fabricate and install a bracing system of stainless steel components to resist similar damage in the future. Replace two missing cables along the bottom of the assembly.

**For detailed information, see, also:
Appendix F – Special Provisions
and
Appendix G – Technical Specifications**

Beach Boulevard Seawall Guardrail Repair Project

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall be a part of the parties' agreement. The Agreement and other Contract Documents shall govern the Work (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work.

Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide (i) a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix D – Construction Labor and Materials Payment Bond, and (ii) a construction performance bond in form attached hereto as Appendix E – Construction Performance Bond. Contractor may not substitute cash in lieu of the required bond(s).

If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within 30 days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Contract Documents, and invoices, payrolls, timecards, records and all other data related to matters covered by the Contract Documents. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least 30 years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any Federal agency having an interest in the subject of the Contract Documents shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

Use of Contract Documents and Other Information. Drawings, Specifications, and other Contract Documents are made available to Contractor solely for Contractor's use under the Contract Documents. Further, all tangible and intangible property developed, produced and/or provided by Contractor under the Contract Documents, and all such items (other than Contract Documents) provided by Owner to Contractor in connection with the Contract Documents including, without limitation, drawings, specifications, sketches, models, samples, tools, computer programs, technical information, confidential business information, scripts, customer or personnel information and data, whether written, oral or otherwise (all hereinafter referred to as **Information**) shall be Owner's sole property. Contractor may not use Contract Documents or Information for any purpose unrelated to Contract Documents without Owner's prior written consent. All copies of Information in written, graphic or other tangible form shall be delivered to Owner upon completion of Work, or earlier if otherwise provided in Contract Documents.

Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by

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Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Contract Documents. Contractor shall not contract any portion of the Work or otherwise assign the Contract Documents without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit or relieve Contractor from its obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so within five days of Owner's written notice (or other time period specified in the notice), Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to timely correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or 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 the Contract Documents, pursuant to Public Contract Code Section 7104. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, 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 or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

LEGAL

Compliance with Laws; Conflict of Interests. Contractor shall comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, prevailing wages, labor compliance, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees,

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shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained, or will be employed or retained, to solicit or obtain any contract with Owner, upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

Licenses, Patents, Permits. Before commencing Work, Contractor shall apply for, obtain and maintain in current status, at its own expense, any license, permit or approval required from any agency for the performance of Work, including a City of Pacifica business license, which shall not be unreasonably denied. To the greatest extent permitted by law, Contractor shall not be entitled to any compensation for any Work performed while not properly licensed, etc.

Employee Wages; Records; Apprentices. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by regulation. Contractor shall pay prevailing wages to its employees on any Order in excess of \$1,000.00. Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If Contract Sum exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Contract Documents or other applicable law, shall be cumulative and not subject to limitation.

Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

MISCELLANEOUS

No Modification or Waiver; Severability. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents. Should any part of the Contract Documents be declared invalid, void or unenforceable, all remaining parts, terms and provisions of the Contract Documents shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

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Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.

Termination; Suspension; Disputes. Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

Notices. All notices between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested, and addressed as indicated beneath each party's signature in the Master Agreement, or as either party may otherwise provide to the other.

Dispute Resolution. All Contractor claims not otherwise subject to Public Contract Code Sections 20104 et seq shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be confidential, non-binding, pursuant to the construction mediation procedures of JAMS in San Francisco, California, and utilize the services of a mediator mutually acceptable to the parties. If the parties are unable to agree, the mediator will be selected by JAMS from its panel of approved construction industry mediators, having a minimum of 10 years' experience in the construction industry. The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of a mediation pursuant to this Paragraph, upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010 et seq. Additionally, the parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The Mediator will undertake to resolve any discovery disputes relating to the Mediation.

Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in San Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities other than Owner and Contractor. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

Beach Boulevard Seawall Guardrail Repair Project

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[\$2,000,000]** general aggregate and **[\$1,000,000]** each occurrence, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **[\$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **[\$1,000,000]** each accident, **[\$1,000,000]** per disease and **[\$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Pacifica, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. An Installation Floater including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, vandalism, malicious mischief, -and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of the Work. Such insurance may be subject to deductible clauses not to exceed **[\$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the performance of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Insurance policies in Appendix C shall contain an endorsement containing the following terms:
 - 5.01 City of Pacifica, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
 - 5.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above.
7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

Beach Boulevard Seawall Guardrail Repair Project

Appendix D to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Pacifica**, a general law city and municipal corporation in the State of California (**Owner**) has awarded to _____, as Principal, a Construction Services Agreement, dated the _____ day of _____, **2016** ("**Agreement**"), titled the **Beach Boulevard Seawall Guardrail Repair Project** in the amount of \$_____ (**Contract Sum**), which Agreement is by this reference made a part hereof, for the work generally described as follows:

Replacement and repair of damaged stainless steel guardrail assemblies, complete and installed

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and

Beach Boulevard Seawall Guardrail Repair Project

suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2016.

CONTRACTOR AS PRINCIPAL

Company:

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

Beach Boulevard Seawall Guardrail Repair Project

Appendix E to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Pacifica**, a general law city and municipal corporation in the State of California (**Owner**) has awarded to _____, as Principal, a Construction Services Agreement, dated the _____ day of _____, 2016 ("**Agreement**"), titled the **Beach Boulevard Seawall Guardrail Repair Project** in the amount of \$ _____, (**Contract Sum**), which Agreement is by this reference made a part hereof, for the work generally described as follows:

Replacement and repair of damaged stainless steel guardrail assemblies, complete and installed

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

Beach Boulevard Seawall Guardrail Repair Project

- 6.02** Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, **2016**.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

(Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Appendix F to Construction Services Agreement

SPECIAL PROVISIONS

I. GENERAL

A. CONTRACT DOCUMENTS:

1. The term “specifications” applies to all of the Contract Documents.
2. Anything not expressly set forth in these specifications, but which is implied or is customarily provided under common industry standards, shall be furnished as though specifically described, and no additional compensation will be paid for it.
3. Should anything be omitted from these specifications, which is necessary for the proper execution of the work herein described, it shall be the duty of the Contractor to notify the City Engineer or authorized representative before signing the Contract.
4. The Contractor is required to carefully check site conditions before submitting a bid, so no compensation shall be provided for any conditions that could reasonably have been observed.
5. If, during the course of construction, conditions arise or become evident that could not reasonably have been foreseen and were not expressed or clearly implied in these specifications, but which have a material bearing on the performance of the work described herein, it is the responsibility of the Contractor to immediately bring such conditions to the attention of the City Engineer before proceeding.

B. AUTHORITY OF THE CITY ENGINEER:

1. The terms “Engineer” and “City Engineer” refer to the City Engineer of the City of Pacifica.
2. In addition to what is explicitly delegated to the City Engineer in the Contract Documents, it shall be the responsibility of the City Engineer to resolve any question as to the meaning or intent of any ambiguity. It shall also be the responsibility of the City Engineer to provide direction in any matter not clearly or fully described in these Documents.
3. The authority of the City Engineer extends to delegated representatives such as the City’s Inspector.

C. TERMINATION OF CONTRACT: The Owner may terminate the Contract for the following causes:

1. Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of Contractor.

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2. Contractor or any of its subcontractors materially violates any of the provisions of the Contract Documents or fails to perform the work within the time specified in the current Construction Schedule, as properly modified for time extensions.
 3. Contractor or any of its subcontractors fails to make prompt payment to subcontractors or material suppliers for material or for labor, unless such failure arises from a failure on the part of Owner to make prompt payment on account of such work or material.
 4. Contractor or subcontractor persistently disregards laws, ordinances or the instructions of the Engineer or Owner.
 5. Contractor fails to abide by a stop work notice or fails to correct rejected work or materials.
 6. Contractor fails to provide and keep in full force and effect all required insurance or fails to cause all subcontractors to so comply.
 7. Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
- D. CITY'S RIGHTS: In addition to all other rights granted by law to the City, the following are explicitly provided:
1. Inspection by the Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any order by the City for the payment of money, acceptance of any work or any extension of time, or any possession taken by the City shall not operate as a waiver of any provision of the contract, or any right or power therein reserved to the City, or any right to damages provided by law. Any waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.
 2. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law, sums as may be sufficient to correct the error or make good any deficit in the work resulting from such error, dishonesty or collusion discovered in the work after the final payment has been made.
- E. PAYMENT:
1. Compensation for the work described in the Contract Documents is to be made as a single lump sum, except as stated elsewhere herein.
 2. Whenever the Contractor shall deem all work under the Contract to have been completed in accordance therewith, he shall so notify the Engineer who will promptly ascertain whether such be the fact and, if not, will so notify the Contractor in detail of any work not satisfactorily completed. When all the provisions of the contract have been fully complied with to the satisfaction of the Engineer, he will proceed with all

Beach Boulevard Seawall Guardrail Repair Project

reasonable diligence to measure all work done and all materials furnished and will make a final and complete estimate of the value of such work done and materials furnished and will certify to the City Council said estimate and the date of completion of the work. The Council will take prompt action thereon and will furnish the Contractor with a statement of acceptance or of exceptions.

3. At or about 45 days from the date of final acceptance of the work by the Council, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, excepting only such sum or sums as may lawfully be withheld in accordance with the provisions of the Contract. Acceptance by the Contractor of said payment made in accordance with said final estimate shall operate as and shall be a release to the City, its officers, agents, and employees, excepting only claims against the City for any amount withheld by it at the time of such payment.

4. The City may withhold or nullify the whole or any part of payment to such an extent as may be reasonably necessary to protect it from loss on account of:

- a) defective work not remedied, irrespective of when any such work be found defective;
- b) claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
- c) failure of the Contractor to make payments promptly for labor, materials, equipment, or other facilities, or to subcontractors;
- d) a reasonable doubt that the work can be completed by the City for the balance then unearned by the Contractor in the event the City at that time elects to take over work or to terminate the Contract pursuant to the Standard Specifications;
- e) a reasonable doubt that the Contractor can complete the work within the agreed time limits;
- f) costs to the City resulting from failure of the Contractor to complete the work within the proper time;
- g) damage to other work or property.

5. Whenever the City, in accordance herewith, withholds any monies otherwise due under the Contract, written notice of the amount withheld and the reasons therefor will be given to the Contractor, and when the Contractor removes the grounds for such withholding, the City will pay to the Contractor the amount so withheld.

II. MOBILIZATION & DEMOBILIZATION

A. GENERAL:

1. Mobilization and Demobilization includes preparation and close-out activities for field installation of the guardrails. It shall not include taking field measurement for fabrication, ordering materials, shop drawings, any fabrication costs, or delivery of guardrail components to the site.

B. TEMPORARY FENCE:

1. As soon as practicable after the term of this contract begins, the existing temporary fencing in place at the area across from Santa Maria Avenue is to be dismantled and stacked just beyond one end of the work area and the Contractor's temporary fencing is to be erected. Before dismantling the existing fencing the Contractor and the City's Inspector shall agree on how many panels and bases are there.

2. Until the new horizontal guardrail is securely installed the work area must be enclosed by 6' high temporary chain-link fencing; it may be partially removed while work is actively taking place, but it must be fully secured in place whenever workers are not present. The enclosed area may extend up to 50' in both directions to enclose materials and/or equipment. The fence, including bases, must leave no less than 48" of unimpeded sidewalk available to the public, and it must not present a hazard to sidewalk users.

3. At the stairway location the Contractor shall install temporary fencing sufficient to prevent the public from using the stairway while the guardrail is being replaced. An area of the Promenade sidewalk, at the top of the stairway and as much as 40' to the South, may be enclosed to store materials and equipment. The fence, including bases, must leave no less than 48" of unimpeded sidewalk available to the public, and it must not present a hazard to sidewalk users.

4. If a section of either fence is secured by a chain and lock, as a gate, the Contractor shall provide its own lock and shall 'daisy-chain' it with a lock provided by the City, such that either party can unlock the gate at any time.

C. ON-SITE STORAGE: All materials, tools and equipment, and any incidental items must be secured so as to not be accessible to the public and so as to not be hazardous to the public. The Contractor is entirely responsible for preventing loss or other damage to the same.

D. VEHICLE & EQUIPMENT PARKING:

1. Access/egress at private driveways must not be blocked.

2. The Contractor's equipment must not be left on the street. Equipment and/or materials may be left within the portion of the

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Promenade sidewalk enclosed by temporary fencing at the Contractor's risk.

3. Workers vehicles must be legally parked if on the street.

E. LIGHTING AND SIGNAGE:

1. The Contractor may provide temporary lighting if permission is granted by the City Engineer for work to be done at night, but no temporary lighting may remain illuminated when workers are not present.

2. Throughout construction the Contractor shall display a sign identifying the firm and providing a phone number that can be used to for questions or complaints, as well as the number for the Pacifica Police Department for emergencies.

F. WATER:

1. If the Contractor wishes to draw water from a fire hydrant, arrangements must be made with the North Coast County Water District to obtain a hydrant meter.

2. Non-potable water can be obtained from the City's water reclamation plant if the Contractor makes arrangements with the Wastewater Division and provides his own conveyance.

G. CLEANUP:

1. The site is generally windy, so particular effort must be made to prevent dust and rubbish from blowing off the work area.

2. Throughout the construction period the site and vicinity shall be kept free of accumulation of waste material or rubbish, including trash not attributable to the Contractor or persons under their control.

3. Causing or allowing any contamination to enter the ocean, including washing or rinsing with water, is strictly prohibited.

4. Final cleanup shall remove all remaining litter, debris, leftover or waste materials, temporary structures, wrappings or containers, and shall sweep the street and all sidewalks immediately around the new work.

5. If the Contractor fails to contain and remove any waste, rubbish or contamination of any kind, and it becomes necessary for the City to do so, the cost of doing so shall be deducted from the compensation to be paid to the Contractor.

H. HAZARDOUS MATERIALS: If during excavation material deemed to be hazardous contamination is encountered, and the City or the Contractor requires it to be handled and disposed of as such, no additional compensation shall be paid to the Contractor for special handling or disposal, nor for delays, unless such material is certified by a competent authority to be hazardous contamination.

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I. PUBLIC CONVENIENCE AND SAFETY:

1. The Contractor shall be responsible during all phases of work to provide for and maintain public convenience and safety of the public as well as those working on the project.

2. If the Contractor leaves the site in an unsafe condition when workers are not readily available to correct the deficiency, the City may take necessary action to remediate the situation; the cost of such remediation shall be deducted from the compensation to be paid to the Contractor.

J. **PAYMENT:** Payment for Mobilization & Demobilization includes all labor, materials, tools and equipment, services, fees, incidentals and any other costs incurred in performing the work described in this section, whether by the Contractor's own personnel or by subcontractors.

III. HORIZONTAL GUARDRAIL

A. GENERAL:

1. The Horizontal Guardrail pay item includes fabrication and installation of replacement guardrail at the location across from the end of Santa Maria Avenue where the existing guardrail had been destroyed in recent storms.

2. The new assembly is to look and function as a continuation of the existing guardrail.

3. The top of the guardrail is approximately 3'-6" above the concrete seawall cap.

B. FABRICATION:

1. Field measurements shall determine the heights of the posts such that they bear on the bottoms of the holes and support the railing in a straight line continuation of the existing railing. This is presumed to be approximately level, but visual continuity is more important than running truly level.

2. The ends of the existing railing and posts are to be trimmed, extended, and/or otherwise prepared as necessary for the new railing to be field-welded to them.

3. All T-junctions are to be clean concave fillet welds, consistent all the way around. In-line joints are to be V-groove welds ground flush.

4. The last new post at the south end (near the concrete bench) is to have a 3/16" x 1/2" fin welded on and drilled for cables to connect to.

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5. The last new post at the south end is to have a flush-welded elbow between the railing and the post, similar to the post at the opposite end of the bench, with an inside radius of approximately 1”.

6. The new railing is to be welded to the existing at the north end of the repair area and to the last existing (free-standing) post.

7. Intermediate posts are to be drilled for cables to pass through. Holes must be large enough to feed the threaded studs through, but no larger than 7/16”. Holes are to be de-burred.

C. INSTALLATION:

1. Remove cut-off stubs of seven (7) old posts from holes in the existing concrete cap.

2. The last existing (free-standing) post north of the repair area is to be straightened back to plumb. Care must be taken to avoid producing a compound curve.

3. Posts are to be anchored by filling the holes around them with waterproof non-shrink grout up to flush with the top of the concrete.

4. Cables are to be evenly spaced from the underside of the top rail to the top of the concrete below.

5. At no point shall the spacing allow a 4” sphere to pass through.

D. PAYMENT:

1. Measurement for Horizontal Guardrail shall be the overall horizontal projection on the ground of the new top rail.

2. Payment for Horizontal Guardrail includes all labor, materials, tools and equipment, services, fees, incidentals and any other costs incurred in performing the work described in this section, whether by the Contractor’s own personnel or by subcontractors.

IV. STAIRWAY GUARDRAIL

A. GENERAL:

1. The Stairway Guardrail pay item includes straightening and bracing the guardrail at the stairway in the seawall across from the end of San Jose Avenue, which had been bent in recent storms, and replacing two cables that were lost.

2. A diagonal brace shall be fastened to the top of the lowest post in the stairway guardrail, and it shall connect to a bracket of angle stock fastened on the outer face of the concrete cap beam that runs diagonally down the outside of the stairway.

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B. FABRICATION:

1. All components of the bracing for the stairway guardrail are to be T-316/316L stainless steel.
2. A 6" long fin of 3/8" x 1 1/2" flat bar stock shall be welded to the outer surface of the lowest post of the stairway guardrail assembly. This fin is to be fillet welded along both sides of one long edge, projecting from the post on its seaward side, so the top of the fin is within approximately 1" of the top of the post below its connection to the railing.
3. The top and bottom outer corners of the fin are to be cut off at 45 degrees from the outer edge. These cuts, and the remaining top, outer and bottom edges are to be eased to approximately 1/16" radius.
4. The fin is to be pre-drilled with two 3/8" holes near its mid-length for bolting the upper end of the diagonal brace to it.
5. An 8" long piece of 1/4" x 2" x 2" angle stock shall be fastened to the outer surface of the concrete cap beam with two 3/8" stainless steel threaded expansion anchors, such as Simpson Strong-Tie Wedge-All anchors or equivalent. The anchors shall be drilled approximately 2 3/4" deep approximately 3" apart near the center of the outer face of the cap beam, and this angle bracket shall extend up above the edge of the cap beam. The portion of the angle bracket above the concrete shall be pre-drilled with two 3/8" holes for bolting the lower end of the diagonal brace to it. The top corners of this angle bracket shall be cut off on angles leaving no sharp corners sticking out. One side is to be cut to approximately align with the edge of the diagonal brace when the brace is bolted to the bracket. The edges of these cuts shall be eased to approximately 1/16" radius. *It is understood that rocks at the base of the seawall make it impossible to place this angle bracket square to the guardrail post, so the diagonal brace will not bolt tight to it unless the brace is bent just above the connection.*
6. A diagonal brace of 1/4" x 2" flat bar stock is to be fabricated to bolt to the fin on the guardrail post and to the angle bracket on the concrete cap beam. Both ends are to be diagonally cut to approximately align with the post and the lower bracket, and these edges are to be eased to approximately 1/16". The lower end of this brace must be bent at an angle to align with the side of the angle bracket, depending upon where the angle bracket can be fastened to the concrete.
7. The two new cables are to be fabricated similarly to the cables for the Horizontal Guardrail, but with fittings appropriate to this location.

C. INSTALLATION:

1. The four posts anchored into the concrete cap beam running down the stairway shall be carefully bent back to approximately plumb. Multiple jacks shall be used simultaneously. Wood backing is to be placed against

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the posts and against the concrete walls to protect those surfaces. Care must be taken to avoid producing compound bends at the bottoms of the posts. Care must also be taken to avoid breaking the concrete cap beam.

2. The brace components are to be shop-fabricated and field-installed, including field-welding the upper fin bracket to the post. The field welds, grinding and polishing shall be comparable to the welds for the Horizontal Guardrail. All brace components shall be polished.

3. The two lowest cables shall be replaced similar to the remaining cables, except that the bottom-most cable shall terminate at its lower end in a T-terminal similar to the ones between the turnbuckles and the fin at the upper end, except without the toggle for the screw. The T-terminal will pass through the lowest hole in the post and simply bear against the outside of the post.

- D. **PAYMENT:** Payment for Stairway Guardrail includes all labor, materials, tools and equipment, services, fees, incidentals and any other costs incurred in performing the work described in this section, whether by the Contractor's own personnel or by subcontractors.

V. FINAL DESIGN

- A. **MEASUREMENT AND LAYOUT:** The Contractor is responsible for taking all measurements necessary to provide a complete and finished assembly
- B. **SHOP DRAWINGS:**
1. Prior to beginning fabrication the Contractor shall submit shop drawings for approval by the Engineer.
 2. The Contractor may order materials prior to approval of the shop drawings but will be entirely at risk if the order is short or otherwise incorrect once the shop drawings have been approved.
- C. **PAYMENT INCLUDED IN VARIOUS PAY ITEMS:** Payment for the work described in this section shall be included within the compensation paid for the various items of work summarized in the Bid Schedule, and no other or additional compensation shall be paid for this unless so agreed in writing by the City Engineer.

VI. SCHEDULE AND DURATION OF PROJECT

- A. **PROJECT DURATION:** All of the work described in these specifications, including punch-list work, must be completed within the time allotted in the Agreement.
- B. **WORKING HOURS:**
1. Normal working hours are defined as between 7:00 AM and 6:00 PM Monday through Friday, except City holidays.

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2. Work may only be performed outside of those hours if written permission is granted by the City Engineer, which must be requested at least one full work day before it is needed.
- C. **EXTENSIONS OF TIME:** Whenever the Contractor believes that conditions beyond their control, including weather or sea conditions or increases in the scope of work, justify an extension of time it may be requested in writing, citing the extenuating conditions. If the City Engineer, in his sole discretion, agrees to the extension, he shall provide such notice to the Contractor that the time for performance of the Contract has been extended.
- D. **PAYMENT INCLUDED IN VARIOUS PAY ITEMS:** Payment for maintaining the Schedule, and for completing the work within the allotted time as may be extended, shall be included within the compensation paid for the various items of work summarized in the Bid Schedule, and no other or additional compensation shall be paid for this unless so agreed in writing by the City Engineer.

Appendix G to Construction Services Agreement
TECHNICAL SPECIFICATIONS

I. RAILINGS & POSTS

A. GENERAL:

1. The new assemblies are to be connected seamlessly to the existing.
2. The new railings are to be fabricated to anchor into the holes in the concrete seawall cap.

B. MATERIAL:

1. All metal components are to be made from type 316/316L polished stainless steel unless otherwise noted.
2. Tube is seamless 2" O.D. x 0.12" wall.

C. FINISH:

1. All welds are to be ground smooth; no surface pockets or voids will be accepted.
2. Entire railing assembly is to be polished, including field welds.

II. CABLES

A. MATERIAL:

1. All metal components are to be made from type 316/316L polished stainless steel unless otherwise noted.
2. Cables are ¼" 1x19.

- B. FABRICATION:** One end of each cable is to be roller-swaged to a threaded stud, which is to mate with existing turnbuckles on the existing guardrail (where cables had been cut); it is the Contractor's responsibility to obtain studs of the correct thread. The opposite end of each cable is to be roller-swaged to a T-terminal w/ toggle for ¼"x20 machine screw and nylon lock-nut for attaching to the cable-connection fin welded to the end post (similar to existing).





