



Scenic Pacifica
Incorporated Nov. 22, 1957

CITY OF PACIFICA

170 Santa Maria Avenue • Pacifica, California 94044-2506
www.cityofpacifica.org

MAYOR
Deirdre Martin

MAYOR PRO TEM
Sue Beckmeyer

COUNCIL
Sue Vaterlaus
Mary Bier
Mike O'Neill

NOTICE TO BIDDERS

INVITATION FOR INFORMAL BIDS

The City Of Pacifica invites sealed proposals for informal bid project described in the below.

**2020 Roof Replacement Project – Pier Café
2100 Beach Boulevard, Pacifica, CA 94044**

General work description:

Scope of Work:

Base Bid – Demo roof to existing structural deck, demo existing counterflashing and roof vents, install new copper flat drains (2), increase vent curb height to min 8" above deck, install new 1/2" Densdeck coverboard, install SA Base Sheet, install torch applied cap sheet and flashing, install new aluminum surface mounted counterflashing, downspouts and flues (1), install new Greenheck FGI vents (4) – etch, prime and paint, coat wall w/ White Knight.

See attached photos for additional information on the scope of work and specified products.

A mandatory prebid meeting will be held at the City of Pacifica Corporation Yard, 155 Milagra Drive, Pacifica, CA 94044, 10:00 A.M. on Thursday, September 3, 2020. This meeting would be to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities.

All questions regarding the project shall be submitted via email to donguinesr@ci.pacificaca.us and will be answered and forwarded to the plan holder list.

Bids due by: Tuesday, September 15, 2020 at 2:00 p.m.

A **Class C-39** or appropriate specialty contractor's license is required for this contract.

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.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Proposal shall include proof of registrations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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.

All sealed proposals shall include a completed Bid Form and 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.

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 **Tuesday, September 15, 2020, at the hour of 2:00 p.m.** at the **Office of the City Engineer, 151 Milagra Drive, 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 **Pier Café** work shall be **5 on-site working days** after a Notice to Proceed is issued.

**Bid Form
City of Pacifica
2020 Roof Replacement Project – Pier Café**

Acknowledgments

In submitting this proposal, the contractor acknowledges the following:

Acceptance:

The Owner reserves the right to accept or reject any bid for any reason without recourse by any bidder and to award a contract to any bidder on any basis which the Owner, in its sole and absolute discretion, determined to be in the best interest of the Owner.

Time Limit:

The undersigned agrees that the work of the contractor will be commenced within 30 days of Notice to Proceed.

Contract Price:

The proposed lump sum contract price as per scope of work and include **Construction Labor and Materials Payment Bond and Construction Performance Bond**. Contractor to hold bid price for a period of 3 months from date of bid submission.

Total Base Bid: \$ _____

Total Base Bid, in words:

_____ Dollars and _____ Cents

Additional wood replacement:

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1/2" Plywood Deck Replacement	SF	_____

Business Name: _____

License Number: _____

DIR Number: _____

Submitted By: _____

Signature: _____

Title: _____

Business Address: _____

Date: _____

We hereby acknowledge and agree that we have completed our contract in full conformity with the Contract Documents and have not substitutions in materials.

**City of Pacifica
2020 Roof Replacement Project – Pier Café**

LIST OF ADDENDA

THIS SHEET MUST ACCOMPANY BID.

Bidder acknowledges receipt of all Addenda (if any):

<u>Addendum Number</u>	<u>Received (check)</u>
_____.....	<input type="checkbox"/>

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

Signature

Title

Date

CITY OF PACIFICA
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

We, _____
_____ as Principal, and

_____ as Surety are bound unto the City of Pacifica, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

_____ *(Copy here the exact description of work, including location as it appears on the proposal)*

_____ for which bids are to be opened at _____ on _____

_____ *(Insert place where bids will be opened) (Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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.

Dated: _____, 20__ .

Principal

Surety

By _____

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of _____ SS

On this _____ day of _____ in the year 20
before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Pier Cafe
2100 Beach Blvd, Pacifica, CA

PHOTO 1

Shingles and coping
cap N. I. C.



PHOTO 2

Demo surface mounted counterflashing and install new prepainted alum counterflashing.

Addendum 1- Install new wood blocks under conduit.

- Demo existing roof vents.
- Install new GreenHeck aluminum passive vents.
- Etch, prime and paint.
- Raise existing curbs to 8" off deck.

- Demo existing roof to structural deck.
- Install 1/2" Densdeck coverboard.
- Prime coverboard(Garland - SA Primer)
- Install SA Base Sheet(Garland - SA Base IV)
- Install torch applied cap sheet(Garland - Stressply IV UV Mineral)

Addendum 1 - Penetration Repair
- Remove rust scale from all roof penetrations & posts.
- Prime w/ rust-inhibitive primer.
- Paint(color: White)

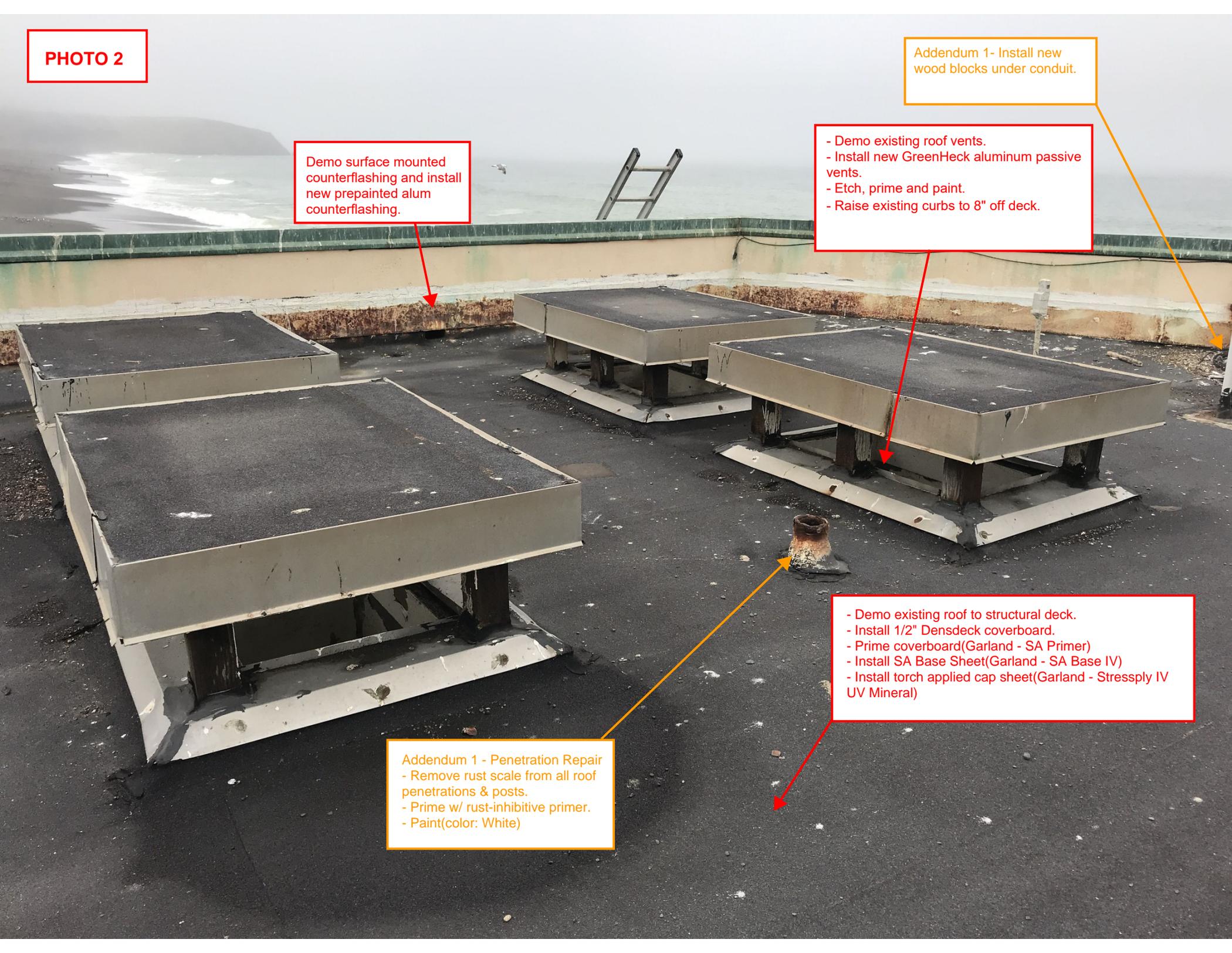
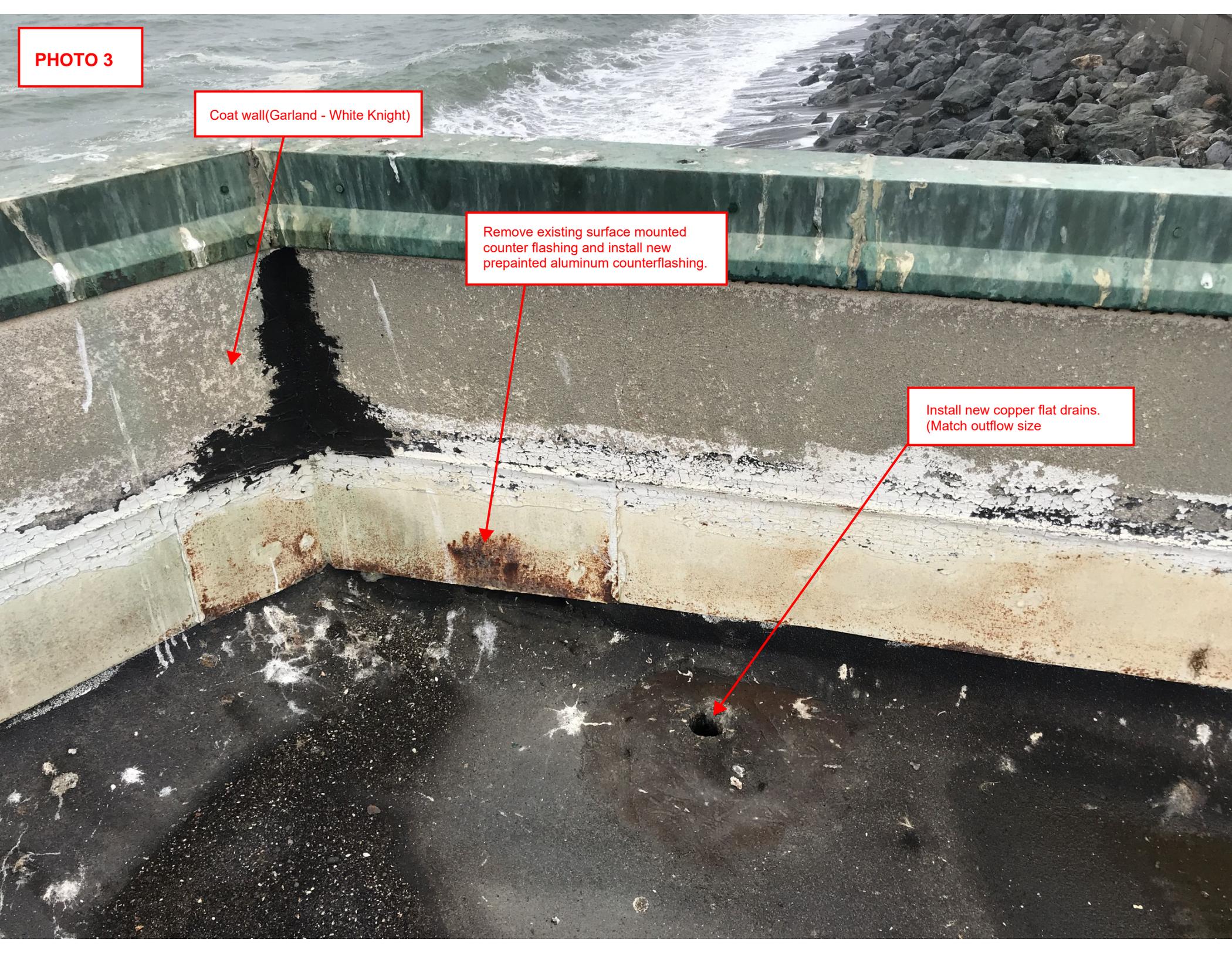


PHOTO 3

Coat wall(Garland - White Knight)

Remove existing surface mounted counter flashing and install new prepainted aluminum counterflashing.

Install new copper flat drains.
(Match outflow size)



Overflow scupper to remain.



building value in air

WORLDWIDE



 **GREENHECK**
Building Value in Air.

Recirculating Roof Fans

The propeller recirculating roof fans include direct driven fans with and without filters. These fans have cast aluminum blades and are available with optional control centers. Suitable for clean air applications, such as factories and warehouses.

Models ESRMD/ESRMDF/ERD

Model ESRMD, also called the four-way fan, offers the flexibility to meet changing needs brought on by production processes or seasonal shifts by exhausting, supplying, recirculating, or mixing air as required. Performance is equivalent in all four modes of operation. Capacities range from 2,800 to 43,000 cfm (4,757 to 73,057 m³/hr) and 0.375 in. wg (93 Pa).

Catalog: Recirculating Roof Fans — ESRMD, ESRMDF and ERD



Gravity Ventilators

The gravity intake and relief ventilators are non-powered and work on pressure differential between the inside and outside of the building.

Model GRS

Model GRS is an aluminum ventilator designed to be used as an intake (model GRSI) or relief unit (model GRSR) on natural gravity systems. The GRS appearance blends with other Greenheck products, and with its low silhouette, avoids the problem of detracting from architectural aesthetics.

Catalog: Gravity Ventilators — GRSI/GRSR



Models FGI/FGR

Models FGI (intake) and FGR (relief) have a low silhouette Fabra Hood design. The Fabra Hood design is superior in appearance, load-bearing strength, weather resistance, and dimensional flexibility. Third-party certified (Florida Product Approved and Miami-Dade County Qualified) for high wind.

Catalog: Gravity Ventilators — FGI/FGR



Models WIH/WRH

Model WIH (intake) and WRH (relief) units feature a stormproof aluminum louver with mitered corners. The louvered design affords lower pressure drops while maintaining low hood heights. The all-aluminum construction assures lasting durability and appearance. The removable hood is lined with insulation to prevent condensation.

Catalog: Gravity Ventilators — WIH/WRH



Model RGU

Model RGU gravity upblast ventilators are designed for use as a weatherproof outlet on vertical, high velocity exhaust systems.

Catalog: Gravity Ventilators — RGU



CONSTRUCTION SERVICES AGREEMENT

2020 Roof Replacement Project – Pier Café

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: _____

CALIFORNIA CONTRACTORS LICENSE NO: _____, C-39, Roofing Contractor

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$_____ to be paid as (**check one**): (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$_____. All payments (**check one**): shall shall not be subject to a five percent (5%) retention.

4. 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.

Substantial Completion Date: Within 5 working days of Commencement Date.

Final Completion Date: Within 15 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

- A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) 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 Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 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.

5. TERMS AND CONDITIONS.

5.01 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
- F. Appendix F – Supplemental Conditions
- G. Appendix G – Guarantee
- H. Appendix H – Project Site Photos

5.02 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.

5.03 Agreement number 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 Ave., Pacifica, CA 94044**

CONTRACTOR: _____

OWNER: **City of Pacifica**

Signature

Signature

Print Name & Title

Kevin Woodhouse, City Manager

Date

Date

APPROVED AS TO FORM:

ATTEST:

Michelle Marchetta Kenyon, City Attorney

Sarah Coffey, City Clerk

Addresses for Notices:

City of Pacifica
170 Santa Maria Avenue
Pacifica, Ca 94044
Attn: Sam Bautista, Deputy Director/City Engineer

Appendix A to Construction Services Agreement

SCOPE OF WORK

Demo roof to existing structural deck, demo existing counterflashing and roof vents, install new copper flat drains (2), increase vent curb height to min 8" above deck, install new 1/2" Densdeck coverboard, install SA Base Sheet, install torch applied cap sheet and flashing, install new aluminum surface mounted counterflashing, downspouts and flues (1), install new Greenheck FGI vents (4) – etch, prime and paint, coat wall w/ White Knight.

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 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.
- 1.02 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. 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).
- B. 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).
- 1.03 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.
- 1.04 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.
- 1.05 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 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.

1.06 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.

1.07 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.

ARTICLE 2 LEGAL

2.01 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, 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.

2.02 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. To the greatest extent permitted by law, Contractor shall not be entitled to any compensation for any Work performed while not properly licensed, etc.

- 2.03 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.
- 2.04 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.
- 2.05 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.
- 2.06 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.

ARTICLE 3 MISCELLANEOUS

- 3.01 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.
- 3.02 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.
- 3.03 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.

- 3.04 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.
- 3.05 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.
- 3.06 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.

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. **[If applicable]** Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, 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 all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land. **[Alternatively, if applicable]** An Installation Floater including, without limitation, coverage against loss or damage to the Work by fire, lightning, 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. **[If either Builder's Risk or an Installation Floater is required, continue]** 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.

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 of the State of California (**Owner**) has awarded to _____ as Principal a Construction Services Agreement, dated the _____, **2020 (Agreement)**, titled the **2020 Roof Replacement Project – Pier Café** located at **2100 Beach Boulevard, Pacifica, CA 94044** in the amount of \$_____ (Contract Sum), which Agreement is by this reference made a part hereof, for the work described as follows:

See Appendix A

- 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 (\$69,550.00), 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 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 _____, 20__.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

Appendix E to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Pacifica**, a general law city and municipal corporation of the State of California (**Owner**) has awarded to _____ as Principal a Construction Services Agreement, dated the _____, **2020 (Agreement)**, titled the **2020 Roof Replacement Project – Pier Café** located at **2100 Beach Boulevard, Pacifica, CA 94044** in the amount of \$ _____ (Contract Sum), which Agreement is by this reference made a part hereof, for the work described as follows:

See Appendix A

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
 - 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 _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

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

SUPPLEMENTAL CONDITIONS

1. **Plans**

See Appendix H.

2. **Shop Drawings**

Shop drawings shall not be required on this project.

3. **Dust Control and Cleanup**

During the construction period, the dust level shall be kept at a minimum. The premises shall also be kept free from the accumulation of waste material or rubbish. Failure to meet this requirement may result in project shutdown.

The final cleaning shall leave the facilities ready for use with no additional cleanup. Use no cleaning materials which will contaminate the ocean. At the completion of the contract, the Contractor shall remove all remaining litter, debris, materials, temporary structures and equipment from the site. The premises shall be left in a clean and orderly condition acceptable to the City Engineer.

In the event Contractor leaves the job overnight in an unclean condition, City may take action to provide necessary requirements and will deduct the cost of doing so from subsequent Contractor payments.

4. **Public Safety**

Contractor shall be responsible during all phases of work to provide for public safety and convenience. It shall be the Contractor's responsibility to provide adequate provisions to assure the safety of the general public throughout the duration of the project, including periods when no work is being performed. The site shall be thoroughly fenced-off when work is not actively in progress, and lighted barricades shall be placed around any obstructions not encompassed by this fence.

In the event Contractor leaves the job overnight in an unsafe condition, or fails to provide for public safety and convenience, City may take action to provide necessary requirements and will deduct the cost of doing so from subsequent Contractor payments.

All applicable safety regulations shall be complied with to protect the public and the Contractor's employees. Strict compliance with Cal/OSHA safety requirements in doing the work is required.

5. **Prevailing Wage Rates**

The Contractor shall post, in a location on the job site, the prevailing wage rate Determination which is applicable to this project.

6. **Discrimination**

No discrimination shall be made in the employment of persons upon public works because of the race, sex, age, color, national origin, creed, sexual orientation or marital status of such persons and every

contractor for public works violating this section is subject to all the penalties imposed for a violation of Section 1735 of the California Labor Code.

7. **Employment of Apprentices**

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1967) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. **Materials and Supplies**

All materials and supplies called for by contractor's scope and proposal and shall be new unless otherwise specified.

9. **Protection**

The Contractor shall provide adequate protection for the site and surroundings throughout the work. All damage done to existing property shall be neatly repaired or replaced at the Contractor's expense. Work shall be executed in a careful and orderly manner with the least possible disturbance to public and occupants of the area.

The Contractor shall conduct his operations in such a manner as to avoid damage to existing improvements and adjacent property. The Contractor shall, at its sole cost and expense, repair or replace any damage occurring from his operations to pursue completion of the contract. The repairs and replacement shall be to the satisfaction of the Engineer and according to City standards and practices. The minimum repair or replacement shall be equal to surrounding existing conditions or better, and the Engineer's decision as to acceptable repair or replacement shall be final. The burden of proof as to whether there was existing damage by the Contractor shall rest with the Contractor.

The site shall be maintained in a neat and orderly manner at all times. All existing facilities shall be protected and, if they are damaged or destroyed by the Contractor, shall be restored or replaced in kind at his expense, to their original conditions, or better, as approved by the City or other owner thereof. The site shall be secured at the conclusion of each work day.

10. **Inspections**

Inspectors, employed by the City, shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work on the project and to the preparation, fabrication or manufacture of the materials to be used. An inspector is not authorized to revoke, alter or waive any requirements of the specifications. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the work until any question at issue can be referred to and decided by the Engineer.

An inspector will in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the work.

In case the Contractor refuses to suspend operations on verbal order, the inspector giving such verbal order will then issue the order in writing. After placing the order in the hands of the person in charge of the work for the Contractor, the inspector will immediately leave the job. Work done during the absence of the inspector will not be accepted or compensated.

The Contractor shall prosecute work only in the presence of an authorized inspector or authorized representative of the Engineer, and any work done without such inspection shall be at the Contractor's risk and be subject to rejection.

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work, as performed, is in accordance with the requirements and intent of the specifications and contract. The Contractor shall at all times and for any purpose permit the Engineer and any of his representatives and representatives of the City to have access to the work and the premises used by the Contractor.

11. **Defective Materials**

Any materials condemned or rejected by the Engineer as not meeting the requirements of these specifications may be branded or otherwise marked by the Engineer and shall, on demand, be at once removed by the Contractor to a satisfactory distance from the work.

If the Contractor does not remove such material within a reasonable time, fixed by written notice, the City may remove and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days thereafter, the City may, upon ten days' written notice, sell such materials at auction or at private sale. The City will account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to the final completion and acceptance thereof shall relieve Contractor from performing the Work in accordance with this contract, and shall not affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the Contractor complete fulfillment of all the provisions of the contract.

If the Engineer deems it expedient and not in the best interests of the City to correct work injured or done not in accordance with the contract, the defective work may be accepted subject to an equitable deduction from the contract price which may be made therefor by the City upon certificate from the Engineer.

12. **Temporary Suspension of Work and Extension of Time for Performance**

When conditions at the site of the proposed work are unsatisfactory for the prosecution of a part or all of the work as adjudged by the Contractor and he is forced to suspend such work until reasonable conditions for its prosecution exist, he may request, in writing, that the Engineer authorize such suspension of work. Without the Engineer's approval, any suspensions violate this specification. Unsatisfactory conditions may include, but not limited to: inclement weather, excessively high surf and/or tides, strikes, excessive high or low ambient temperature and inability of delivery of materials by suppliers for good reason.

When, in the opinion of the Engineer, suspensions of work are beyond the control of both the Contractor and the City (including, without limitation, adverse weather, conditions, earthquakes, force majeure events), the time of performance as set forth in the Agreement will be extended by the Engineer, in writing, by a period of time equal to that lost due to the delay occasioned by the allowed suspension, all at no additional cost to the City and without waiver of remedies for nonproliferation of the work. Such allowed suspension of work shall not relieve the Contractor of his contractual responsibilities.

13. **Laws and Regulations**

The Contractor shall comply with all local, regional, State and Federal laws and regulations at all times. In addition, the Contractor shall meet the standards set by the Air Quality Act for Noise and Pollution. If there is any conflict between these specifications and provisions and any laws or regulations, the matter shall be brought to the attention of the Engineer immediately.

14. **Sound Control Requirements**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purposes on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

15. **Air Pollution Control**

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, involving any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

16. **Water Pollution**

General:

Contractor shall take all measures necessary to prevent debris or contamination from entering the ocean. Best Management Practice (BMP) shall be enforced at all times.

Correction of Inadequate Pollution and Erosion Control Measures:

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the City Engineer may direct the Contractor to revise operations. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are made adequate.

Abatement of Other Water Pollution:

The cleanup of water pollution by chemicals, petroleum products, cement or by the escape of any other material that is harmful or potentially harmful, from the work site as a result of the Contractor's operations, into drainage systems or the ocean shall be the financial responsibility of the Contractor. The means of cleanup and the party or parties to be engaged to perform the cleanup work shall be determined by the Engineer in consultation with appropriate hazardous materials, pollution control,

safety, health and wildlife authorities and officials. The Contractor shall immediately carry out cleanup orders issued to him through or by the Engineer and shall make the work site accessible to personnel and equipment from outside pollution control resources called in by the Engineer. The cost of cleanup action called for by the Engineer and performed by outside resources shall be deducted from any monies due or become due the Contractor.

Compensation:

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Sum paid for the various items of work and no additional compensation will be allowed therefor.

17. **Environmental Protection Requirements**

Source Reduction and Recycling

The California Integrated Waste Management Act of 1989 (AB 939) mandates that 25 percent of the waste stream in the City of Pacifica be diverted from landfill by 1995 and that this diversion increase to 50 percent by 2000. AB 939 also required the City of Pacifica to prepare and adopt a Source Reduction and Recycling Element (SRRE) outlining recommended programs to meet the above noted diversion goals. One of the approved SRRE programs is to require the utilization of recycled construction materials for City projects. All work performed under this contract and all contractors and their associates and/or employees shall utilize recycled materials and recycle construction materials where feasible. Construction/Demolition Recycling Resources Lists are available from the Pacifica Planning Department and the California Integrated Waste Management Board.

Contractor shall reuse or recycle any useful construction materials generated during the project.

Disposal

At the end of each working day, the Contractor shall collect all scrap, debris and waste material and dispose of such materials properly.

Hazardous Material/Waste Management

A. Storage

The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with the City of Pacifica Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.

The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.

The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

B. Disposal

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site.

The Contractor shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in the section above.

The Contractor shall not wash any spilled material into streets, gutters, storm drains or creeks and shall not bury spilled hazardous materials.

The Contractor shall report any hazardous materials spill to the City of Pacifica Building Division at (650) 738-7344.

The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

C. Activity-Specific Requirements

The following requirements shall be met on all projects within the City of Pacifica that include the listed activities.

Concrete, Grout and Mortar Waste Management

Material Management:

The Contractor shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system or the ocean waters.

Concrete Truck/Equipment Wash Out:

The Contractor shall not wash out concrete trucks or equipment into streets or gutters.

The Contractor shall perform washout of concrete trucks or equipment off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then the Contractor shall collect the wash water and remove it off-site.

18. **Layout of Work**

Layout of work shall be done by the Contractor. Contractor shall mark the work area limits and facilities to be removed and replaced. All layout shall be approved by the City.

19. **Substitutions**

Substitutions in material or methods of construction, when necessary because of material shortages or in order to avoid serious delay may be made only after they are approved by the City Engineer in writing.

20. **Traffic Control and Public Access**

The Contractor shall be responsible for proper traffic control to assure public safety and convenience. Continuous safe public access shall be maintained to residential structures at all times.

21. **Material and Workmanship**

All materials and workmanship are to be the best of their respective kinds. The terms "or equal," "approved," "selected" and so forth shall mean as approved, etc. by the City Engineer. All materials and equipment used should be in accordance with the manufacturer's printed directions.

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of work specified. Use equipment adequate in terms of size, capacity and numbers to accomplish work in a timely manner.

22. **Drug-Free Workplace**

The Contractor is required to comply with the Drug-Free Workplace Act of 1988. The requirements of the Drug-Free Workplace Policy are described in City of Pacifica Administrative Policy Number 46.

23. **Harassment and Discrimination**

The Contractor is required to comply with City of Pacifica Administrative Policy Number 33, Harassment and Discrimination in the Workplace.

24. **Payroll Records**

Contractor and each Sub-Contractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. All payroll records shall be certified and maintained by the Contractor and be made available to auditors and managers from the City upon request.

Appendix G to Construction Services Agreement

GUARANTEE

GUARANTEE FOR 2020 ROOF REPLACEMENT PROJECT – PIER CAFÉ

We hereby guarantee the _____
(Insert a description of work)

which we have installed at 2100 Beach Boulevard, Pacifica, CA 94044

for one year OR per material manufacturer from date of filing of the Notice of Completion.

We agree to repair or replace to the satisfaction of the Owner any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing we collectively and separately do hereby authorize the Owner to proceed to have the defects repaired and make good at our expense, and will pay the costs and charges therefore immediately upon demand.

Dated: _____
(Signature of Contractor)

Appendix H to Construction Services Agreement

PROJECT SITE PHOTOS AND SCOPE OF WORK

Pier Cafe
2100 Beach Blvd, Pacifica, CA

PHOTO 1

Shingles and coping
cap N. I. C.



PHOTO 2

Demo surface mounted counterflashing and install new prepainted alum counterflashing.

Addendum 1- Install new wood blocks under conduit.

- Demo existing roof vents.
- Install new GreenHeck aluminum passive vents.
- Etch, prime and paint.
- Raise existing curbs to 8" off deck.

- Demo existing roof to structural deck.
- Install 1/2" Densdeck coverboard.
- Prime coverboard(Garland - SA Primer)
- Install SA Base Sheet(Garland - SA Base IV)
- Install torch applied cap sheet(Garland - Stressply IV UV Mineral)

Addendum 1 - Penetration Repair
- Remove rust scale from all roof penetrations & posts.
- Prime w/ rust-inhibitive primer.
- Paint(color: White)

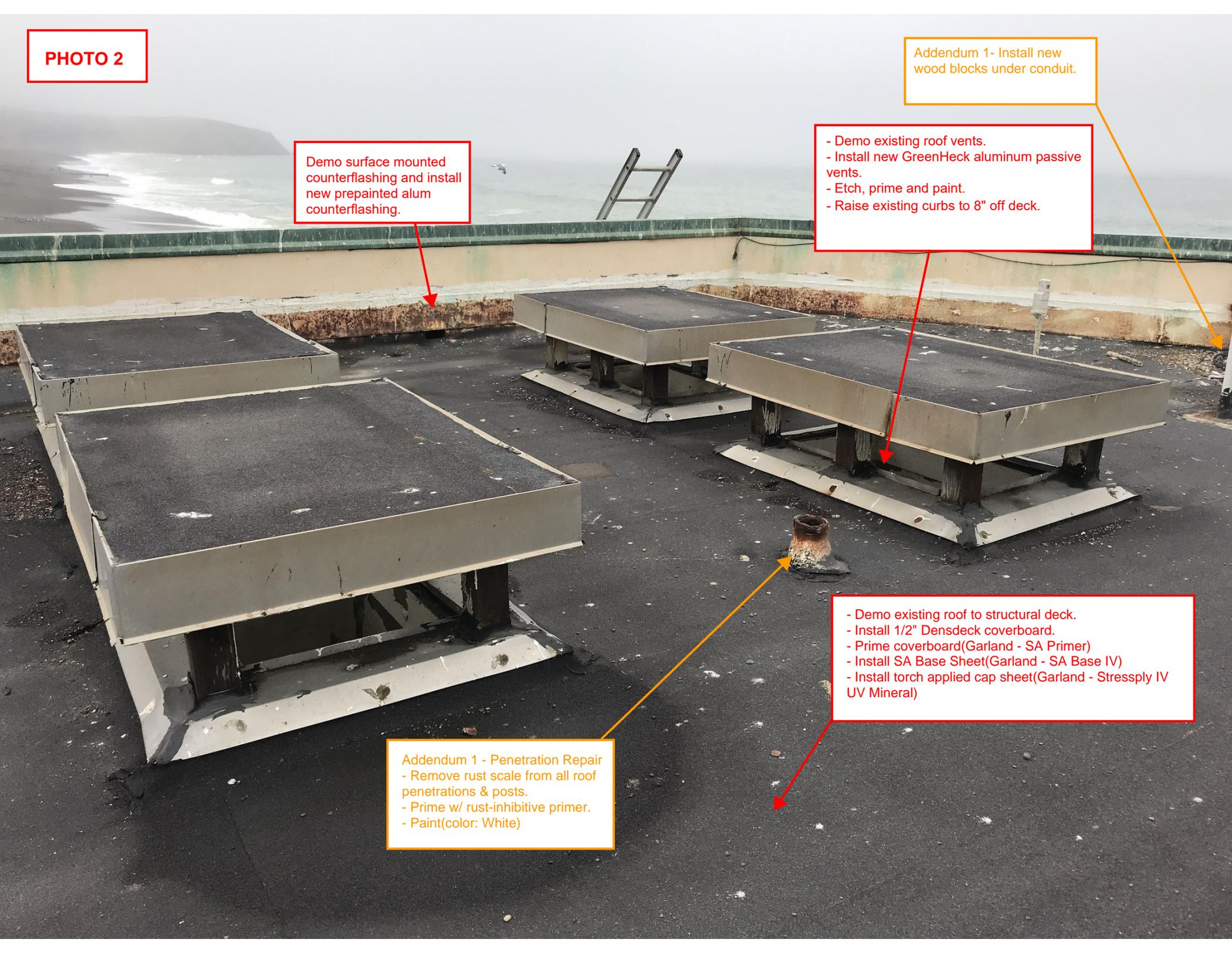
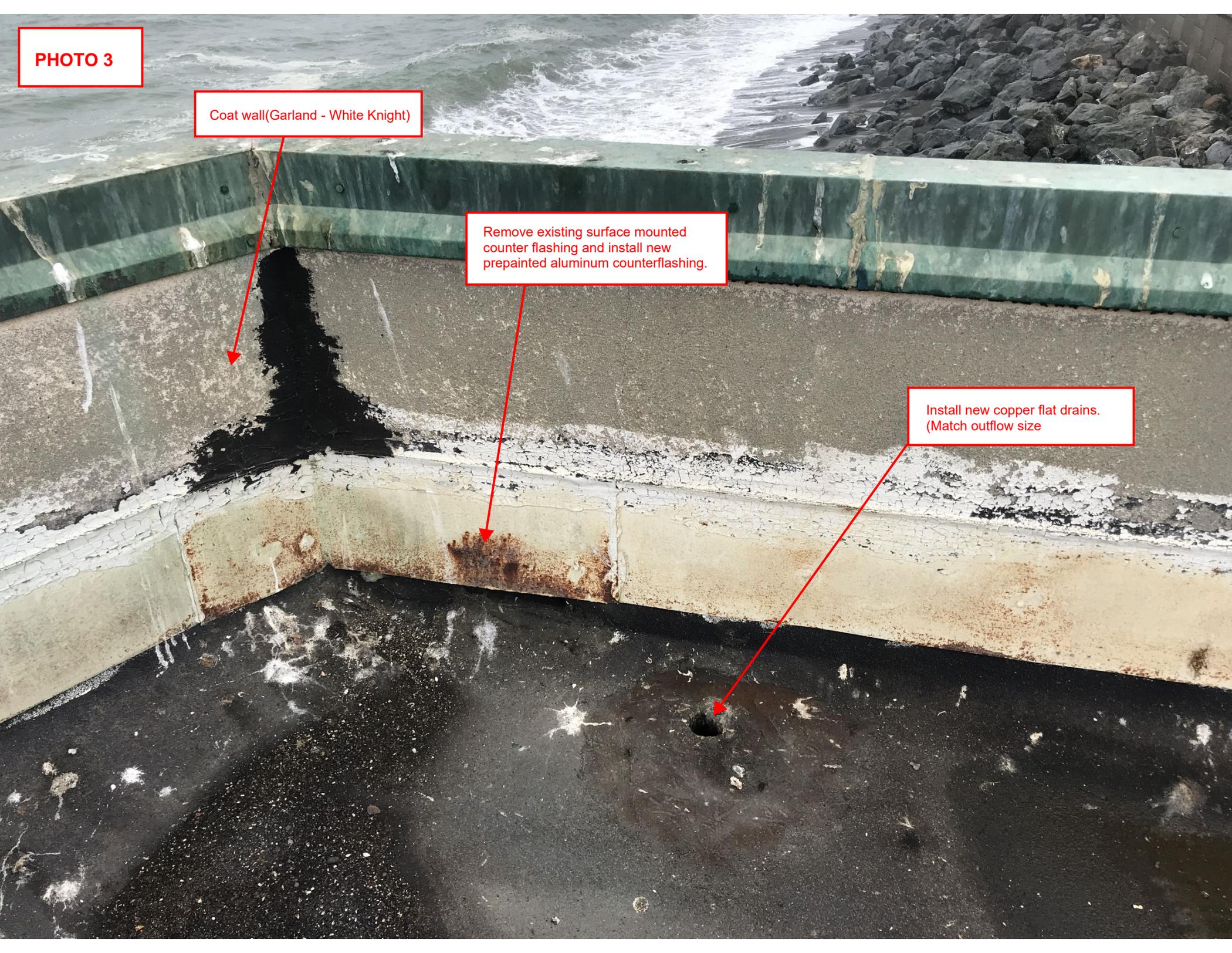


PHOTO 3

Coat wall(Garland - White Knight)

Remove existing surface mounted counter flashing and install new prepainted aluminum counterflashing.

Install new copper flat drains.
(Match outflow size)



Overflow scupper to remain.



building value in air

WORLDWIDE



 **GREENHECK**
Building Value in Air.

Recirculating Roof Fans

The propeller recirculating roof fans include direct driven fans with and without filters. These fans have cast aluminum blades and are available with optional control centers. Suitable for clean air applications, such as factories and warehouses.

Models ESRMD/ESRMDF/ERD

Model ESRMD, also called the four-way fan, offers the flexibility to meet changing needs brought on by production processes or seasonal shifts by exhausting, supplying, recirculating, or mixing air as required. Performance is equivalent in all four modes of operation. Capacities range from 2,800 to 43,000 cfm (4,757 to 73,057 m³/hr) and 0.375 in. wg (93 Pa).

Catalog: Recirculating Roof Fans — ESRMD, ESRMDF and ERD



Gravity Ventilators

The gravity intake and relief ventilators are non-powered and work on pressure differential between the inside and outside of the building.

Model GRS

Model GRS is an aluminum ventilator designed to be used as an intake (model GRSI) or relief unit (model GRSR) on natural gravity systems. The GRS appearance blends with other Greenheck products, and with its low silhouette, avoids the problem of detracting from architectural aesthetics.

Catalog: Gravity Ventilators — GRSI/GRSR



Models FGI/FGR

Models FGI (intake) and FGR (relief) have a low silhouette Fabra Hood design. The Fabra Hood design is superior in appearance, load-bearing strength, weather resistance, and dimensional flexibility. Third-party certified (Florida Product Approved and Miami-Dade County Qualified) for high wind.

Catalog: Gravity Ventilators — FGI/FGR



Models WIH/WRH

Model WIH (intake) and WRH (relief) units feature a stormproof aluminum louver with mitered corners. The louvered design affords lower pressure drops while maintaining low hood heights. The all-aluminum construction assures lasting durability and appearance. The removable hood is lined with insulation to prevent condensation.

Catalog: Gravity Ventilators — WIH/WRH



Model RGU

Model RGU gravity upblast ventilators are designed for use as a weatherproof outlet on vertical, high velocity exhaust systems.

Catalog: Gravity Ventilators — RGU

