

GENERAL NOTES

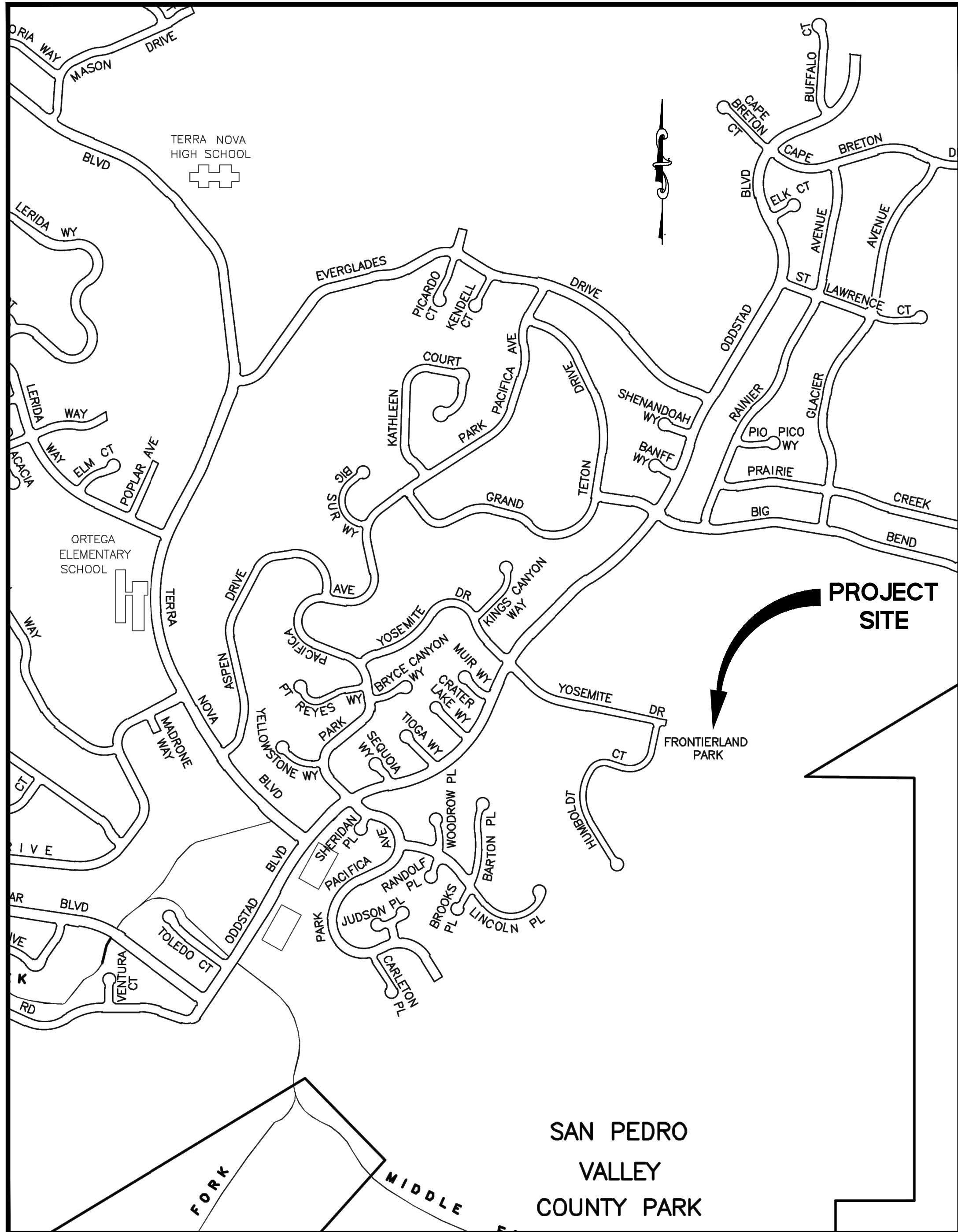
1. THE LOCATIONS OF SURFACE UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXACT LOCATION. THIS VERIFICATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY AS REQUIRED. [CALL U.S.A. (UNDERGROUND SERVICE ALERT) FOR UTILITY LOCATION QUESTIONS AT LEAST 48 HOURS BEFORE DIGGING. PHONE 1-800-277-2600 (OR DIAL 811)]
2. ALL PAVEMENT MARKING AND STRIPING DISTURBED WITHIN THE LIMITS OF CONSTRUCTION OR OTHER AREAS AS NOTED ON THE PLANS, SHALL BE REPLACED BY THE CONTRACTOR, IN ACCORDANCE W/ CALTRANS STANDARD PLANS & CITY OF PACIFICA SPECIFICATIONS & PROJECT SPECIFICATIONS, OR AS DIRECTED BY THE CITY ENGINEER.
3. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE CITY OF PACIFICA AND SHALL FOLLOW STORM WATER BEST MANAGEMENT PRACTICES AS SPECIFIED IN THE CITY OF PACIFICA STANDARD SPECIFICATIONS & PROJECT PLANS AND SPECIFICATIONS.
4. THE LOCATION AND EXTENT OF THE WORK MAY BE MODIFIED IN THE FIELD BY THE ENGINEER.
5. THE CONTRACTOR SHALL RESTORE ALL DAMAGED, REMOVED, OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OR FEATURES OF WHATEVER NATURE, DUE TO CONTRACTOR WORK.
6. THE CONTRACTOR SHALL GIVE THE CITY ENGINEER TWO WORKING DAYS ADVANCE NOTICE FOR INSPECTION.
7. THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES AND SWEEP STREETS AS OFTEN AS NECESSARY DURING CONSTRUCTION, AS REQUIRED BY THE CITY ENGINEER.
8. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCIES PRIOR TO THE START OF ANY WORK WHICH MAY AFFECT THEIR FACILITIES.
9. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS AND CAL/ OSHA. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
10. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS AND EGRESS TO ALL PRIVATE PROPERTIES ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION UNLESS OTHERWISE SHOWN.
11. THE CONTRACTOR SHALL LOCATE, REFERENCE AND SET SUFFICIENT MARKS FOR ALL EXISTING CITY OWNED AND NON-CITY OWNED UTILITY BOXES, MANHOLE COVERS, VALVE COVERS, MONUMENT LIDS, ETC., PRIOR TO ANY WORK IN THE PAVING AREA WITHIN THE PROJECT LIMITS.
12. THE FINAL ADJUSTMENT TO FINISHED GRADE OF ALL FRAMES, COVERS AND MANHOLES SHALL BE MADE FOLLOWING PLACEMENT OF THE TOP LAYER OF ASPHALT CONCRETE UNLESS OTHERWISE NOTED.

ABBREVIATIONS

AC	ASPHALT CONCRETE	MON	MONUMENT
AB	AGGREGATE BASE	NTS	NOT TO SCALE
BOW	BACK OF WALK	(N)	NEW
C&G	CURB AND GUTTER	PL	PROPERTY LINE
CJ	CONSTRUCTION JOINT	PVMT	PAVEMENT
CL	CENTERLINE	RCP	REINFORCED CONCRETE PIPE
CO	CLEANOUT	RSP	REVISED STANDARD PLANS
CONC	CONCRETE	R/W	RIGHT-OF-WAY
DET	DETAIL	SJ	SCORE JOINT
DG	DECOMPOSED GRANITE	SD	STORM DRAIN
DI	DROP INLET	SDMH	STORM DRAIN MANHOLE
DWY	DRIVEWAY	SSMH	SANITRY SEWER MANHOLE
EG	EXISTING GRADE	S/W	SIDEWALK
EP	EDGE OF PAVEMENT	STD	STANDARD
ER	END OF RETURN	TBD	TO BE DETERMINED
E.W.	EACH WAY	TC	TOP OF CURB
(E)	EXISTING	TMO	THIN MAINTENANCE OVERLAY
FC	FACE OF CURB	TYP	TYPICAL
FG	FINISH GRADE	WM	WATER METER
FH	FIRE HYDRANT	WV	WATER VALVE
FL	FLOWLINE		
GV	GAS VALVE		
HDPE	HIGH-DENSITY POLYETHYLENE PIPE		
HMA	HOT MIX ASPHALT		
ID	INSIDE DIAMETER		
LF	LINEAR FEET		



CITY OF PACIFICA  
FRONTIERLAND PARK  
ADA IMPROVEMENTS



LOCATION MAP  
(N.T.S.)

SHEET INDEX  
NO. DESCRIPTION

1. TITLE SHEET  
2. ADA PATHWAY IMPROVEMENT PLAN  
3. ADA PATHWAY IMPROVEMENT PLAN  
4. GENERAL DETAILS  
5. CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP'S)

CITY OF PACIFICA

IN ACCORDANCE WITH SECTION 7-8.100(B) OF CHAPTER 8 OF TITLE 7 OF THE PACIFICA MUNICIPAL CODE, AS CITY ENGINEER FOR THE CITY OF PACIFICA, I DO HEREBY EXERCISE THE DISCRETION DELEGATED TO ME AND APPROVE THE PLAN OR DESIGN OF, CONSTRUCTION OF, OR IMPROVEMENT TO, PUBLIC PROPERTY TO WHICH THIS STATEMENT AND MY SIGNATURE IS AFFIXED. EXECUTED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

*Roland Yip*  
ROLAND YIP  
DEPUTY DIRECTOR/ CITY ENGINEER

DATE: 9/27/2023

PREPARED UNDER MY SUPERVISION

*Ed Slintak*  
EDWARD T. SLINTAK

DATE: 08/10/2023  
R.C.E. 39925, EXPIRES 12/31/23

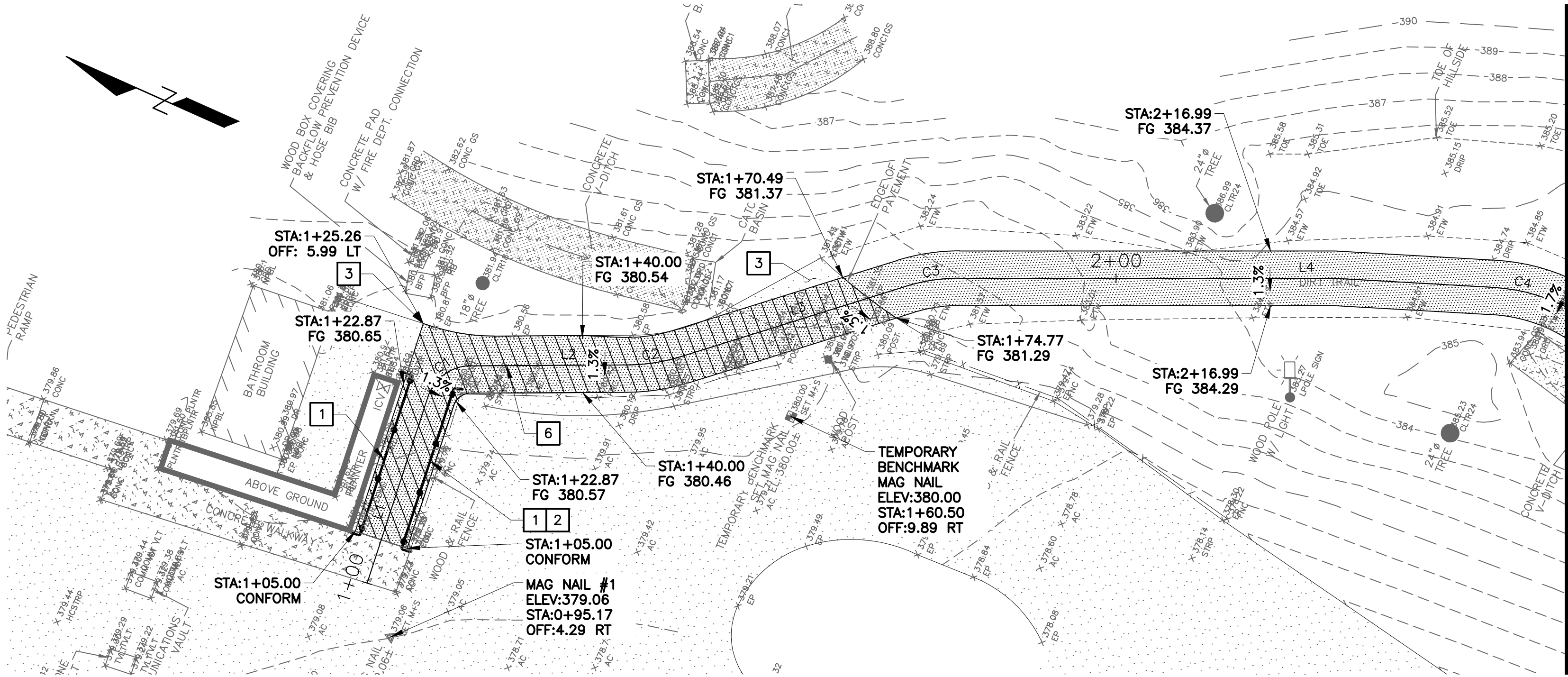


BID SET  
08/10/2023

DATE				
REVISIONS				
NO.				
SCALE: AS SHOWN	AS	DESIGNED: ES	APPROVED: ES	
DRAWN:	ARS			
DESIGNED:	ES			
APPROVED:	ES			
PREPARED BY:	CSG CONSULTANTS, INC. 550 PILGRIM DRIVE FOSTER CITY, CA 94404 PHONE: (650) 522-2500 FAX: (650) 522-2599			
PREPARED FOR:	CITY OF PACIFICA PUBLIC WORKS DEPARTMENT 170 SANTA MARIA AVENUE PACIFICA, CALIFORNIA			
TITLE:	FRONTIERLAND PARK ADA IMPROVEMENTS TITLE SHEET			
SHEET:	1	OF	5	
DATE:	8/10/2023			
JOB#:	23.323			

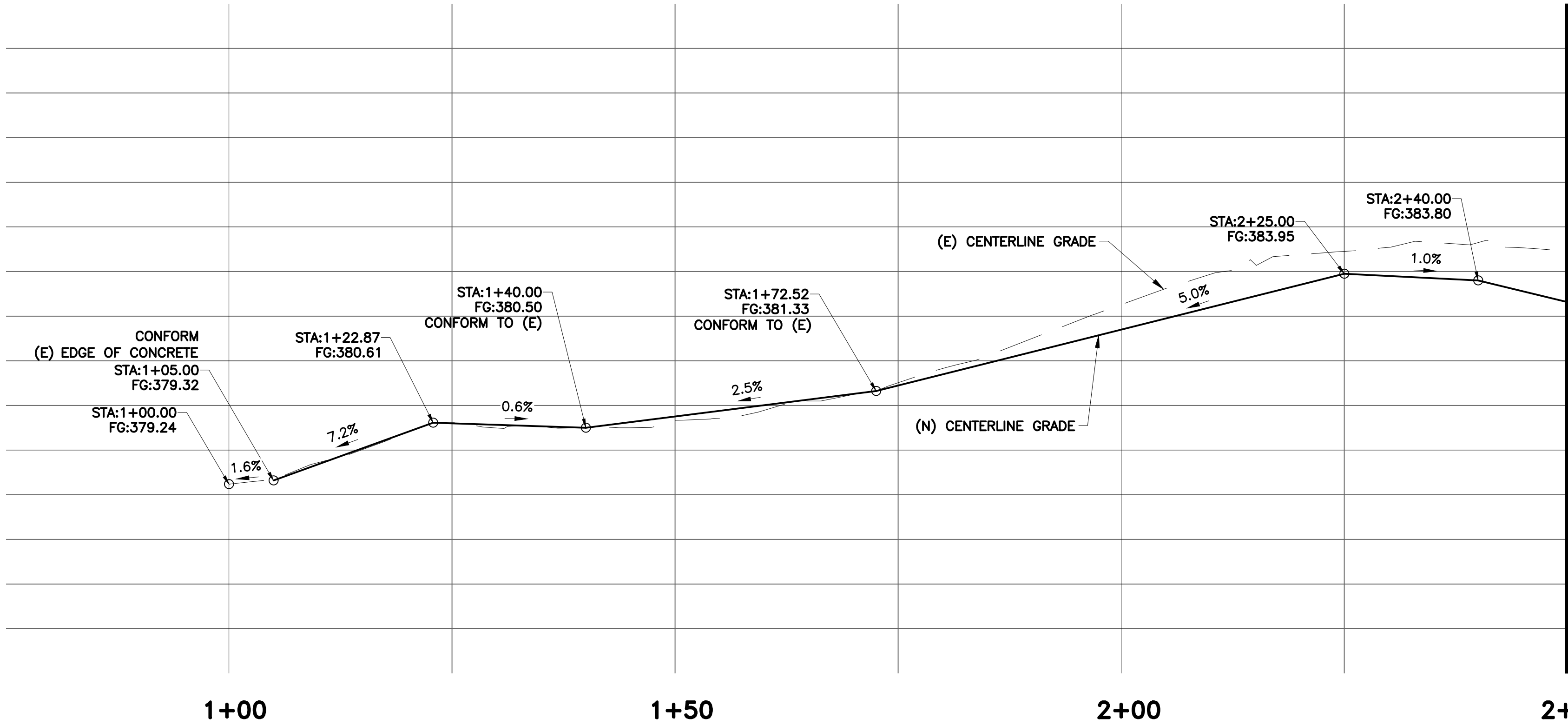






PLAN  
SCALE: 1"=10'

STATION 2+50-SEE SHEET 3



PROFILE  
HORIZ. SCALE: 1"= 10'  
VERT. SCALE: 1" = 2'

STATION 2+50-SEE SHEET 3

Line Table: Alignments			
Line #	Length	Direction	ALIGNMENT NAME
L7	17.89'	S26° 44' 03.28"E	ADA WALKWAY
L6	71.53'	S11° 43' 16.35"W	ADA WALKWAY
L5	42.47'	S06° 11' 50.18"W	ADA WALKWAY
L4	41.22'	S24° 02' 58.86"E	ADA WALKWAY
L3	25.87'	S41° 23' 02.59"E	ADA WALKWAY
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Curve Table: Alignments				
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LEGEND:

ITEM	DESCRIPTION
	PATHWAY PAVEMENT SECTION. SEE DETAIL 3, SHEET 4.
	REMOVE (E) AC PAVEMENT. NEW PATHWAY PAVEMENT SECTION. SEE DETAIL 3, SHEET 4.

PROJECT NOTES:

- 1 ADA RAMP HANDRAIL. SEE DETAILS 1 & 2, SHEET 4.
- 2 REMOVE WOOD FENCE TO CORNER.
- 3 REMOVE TO (E) PAVEMENT.
- 4 (E) PAVEMENT TO REMAIN.
- 5 REMOVE (E) WOOD HEADER AT CONFORM.
- 6 PLANE TREE ROOTS AS DIRECTED BY CITY ARBORIST.

BASIS OF BEARINGS:

THE LINE BETWEEN MAG NAIL #1 AND MAG #2 IS TAKEN AS S13° 59' 00.99"E.

DATE

REVISIONS

NO.

SCALE: AS SHOWN

BROWN: ARS

DESIGNED: ES

APPROVED: ES

PREPARED BY:

CSG CONSULTANTS, INC.

550 PILGRIM DRIVE

FOSTER CITY, CA 94404

PHONE: (650) 522-2500

FAX: (650) 522-2599

EMPLOYEE-OWNED

PREPARED FOR:

CITY OF PACIFICA

PUBLIC WORKS DEPARTMENT

170 SANTA MARIA AVENUE

PACIFICA, CALIFORNIA

TITLE:

FRONTIERLAND PARK

ADA IMPROVEMENTS

GRADING PLAN & PROFILE

ADA IMPROVEMENTS

SHEET:

2 OF 5

DATE:

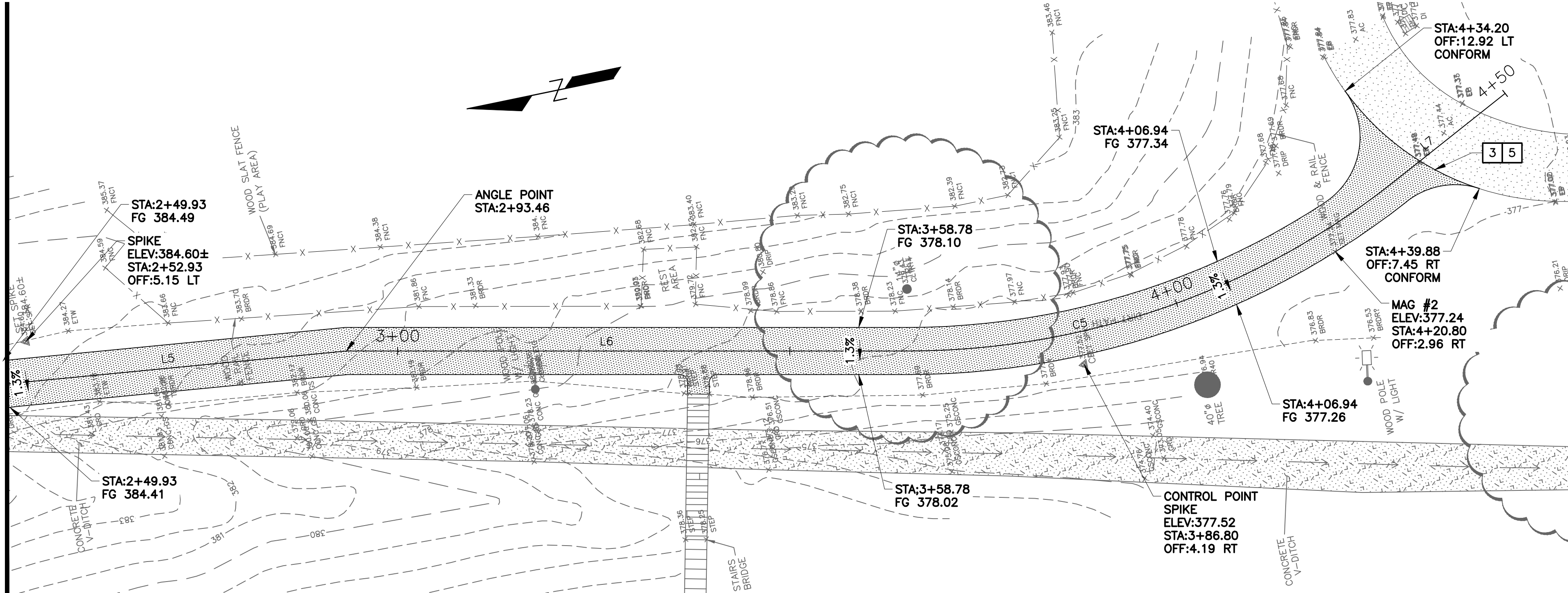
8/10/2023

JOB#:

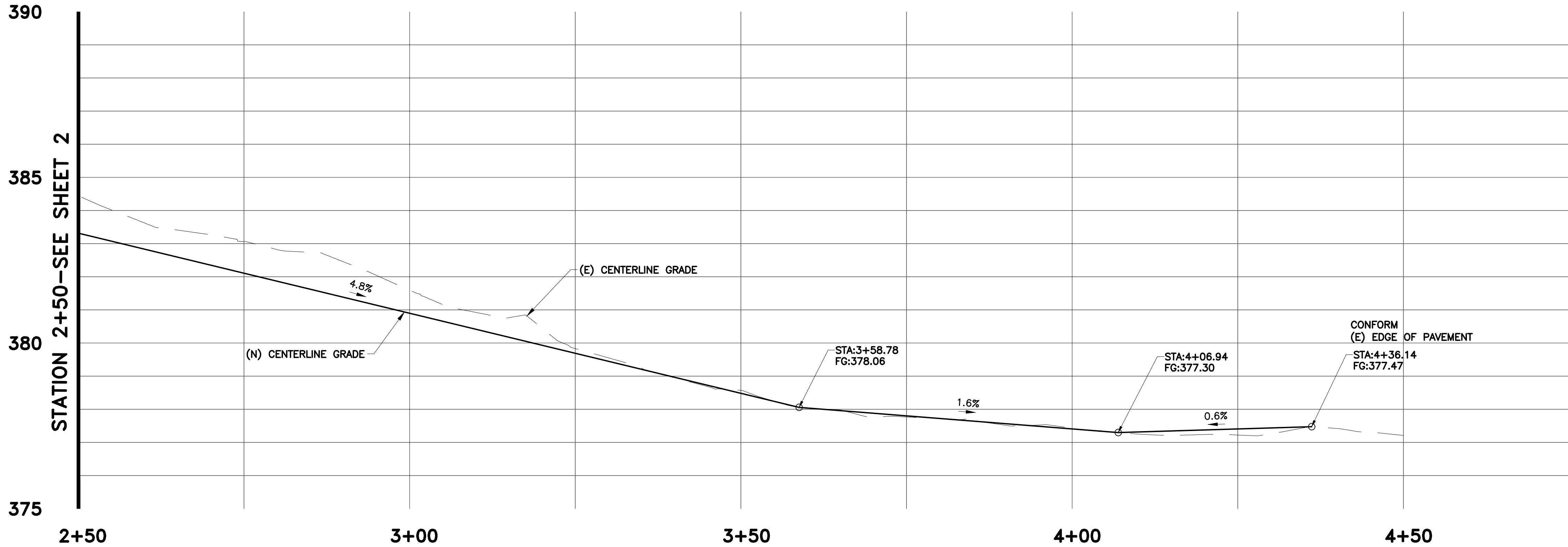
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STATION 2+50-SEE SHEET 2

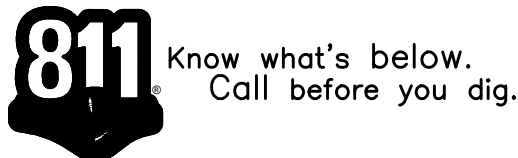


PLAN  
SCALE: 1"=10'



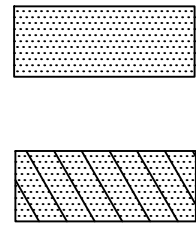
PROFILE

HORIZ. SCALE: 1"= 10'  
VERT. SCALE: 1" = 2'



### LEGEND:

#### ITEM DESCRIPTION



PATHWAY PAVEMENT SECTION.  
SEE DETAIL 3, SHEET 4.

REMOVE (E) AC PAVEMENT. NEW  
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PUBLIC WORKS DEPARTMENT

170 SANTA MARIA AVENUE

PACIFICA, CALIFORNIA

TITLE:

FRONTIERLAND PARK

ADA IMPROVEMENTS

GRADING PLAN & PROFILE

ADA IMPROVEMENTS

SHEET:

3 OF 5

DATE:

8/10/2023

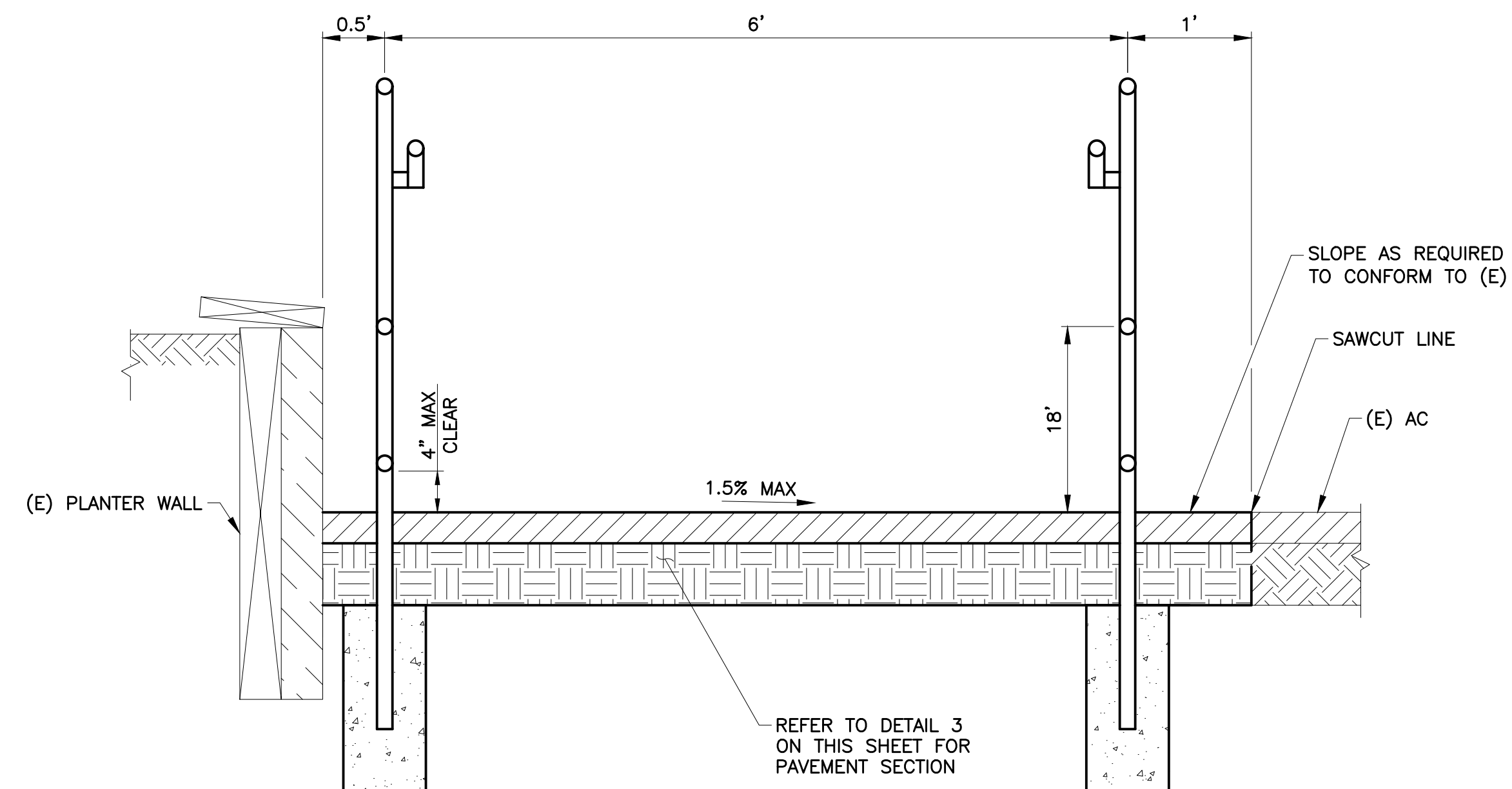
JOB#:

23.323



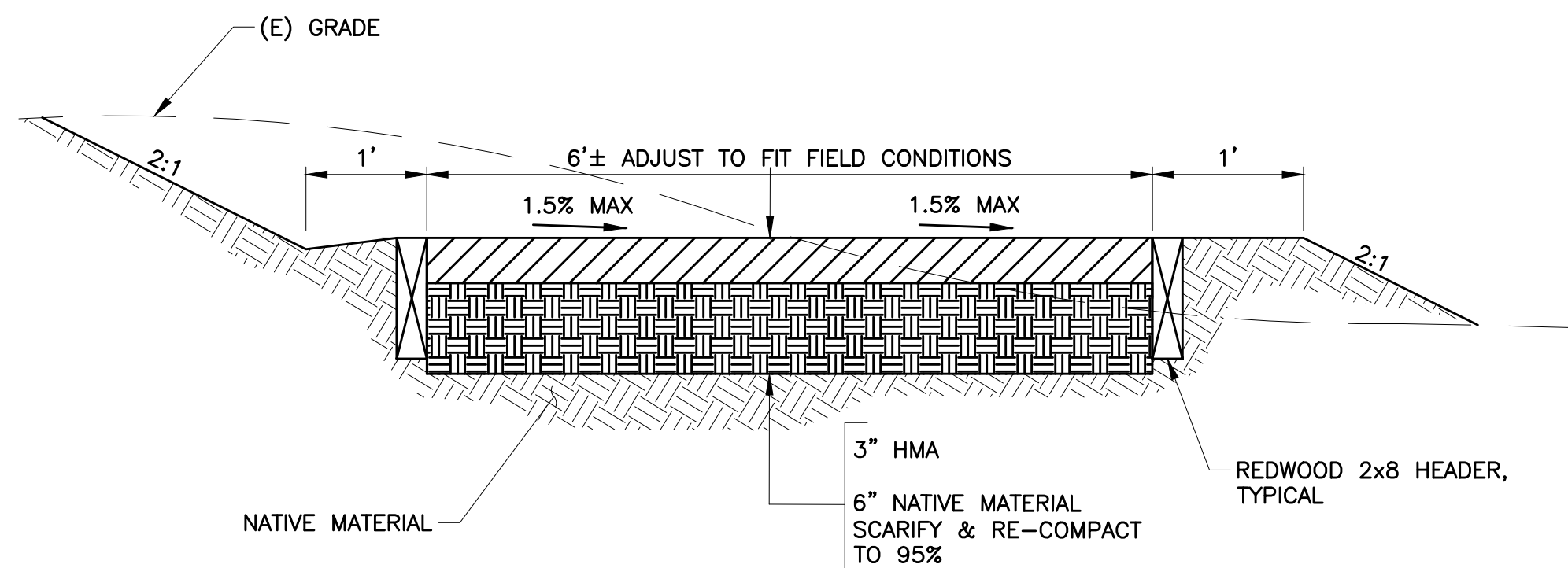


2  
—  
ADA RAMP HANDRAIL  
FOUNDATION DETAIL  
NTS

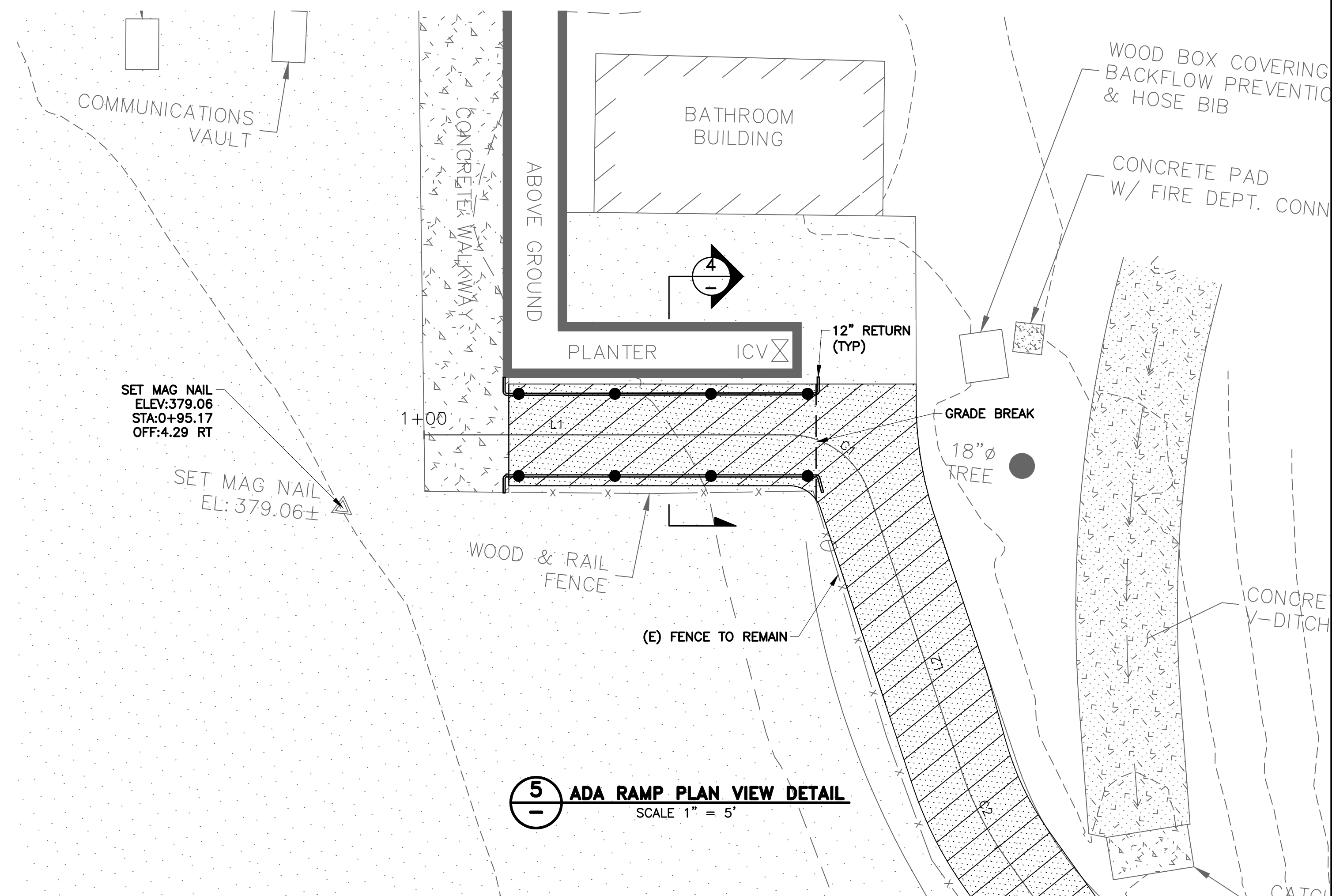


1. REFER TO DETAILS 1, 2 & 3 ON THIS SHEET FOR ADDITIONAL INFORMATION.



**4** **ADA RAMP SECTION**  
SCALE 1" = 1'



# 3 PATHWAY PAVEMENT SECTION NTS



**5** ADA RAMP PLAN VIEW DETAIL  
SCALE 1" = 5'

TITLE: <b>FRONTIERLAND PARK ADA IMPROVEMENTS CONSTRUCTION DETAILS</b>	PREPARED FOR: <b>CITY OF PACIFICA</b> PUBLIC WORKS DEPARTMENT 170 SANTA MARIA AVENUE PACIFICA, CALIFORNIA	PREPARED BY:  <b>CSG CONSULTANTS, INC.</b> 550 PILGRIM DRIVE FOSTER CITY, CA 94404 PHONE: (650) 522-2500 FAX: (650) 522-2599 <small>ELDER-OWNED</small>		SCALE: AS SHOWN	NO.	REVISIONS	DATE
				DRAWN: ARS			
				DESIGNED: ES			
				APPROVED: ES			





Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

- ☐ **Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.**
- ☐ **Use (but don't overuse) reclaimed water for dust control.**

- ☐ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ☐ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ☐ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ☐ Arrange for appropriate disposal of all hazardous wastes.

- ☐ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ☐ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ☐ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ☐ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ☐ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

- ☐ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ☐ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

☐ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:

- Unusual soil conditions, discoloration, or odor.
- Abandoned underground tanks.
- Abandoned wells
- Buried barrels, debris, or trash.

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

- ☐ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ☐ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ☐ If sawcut slurry enters a catch basin, clean it up immediately.

- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

- ☐ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ☐ Stack bagged material on pallets and under cover.
- ☐ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

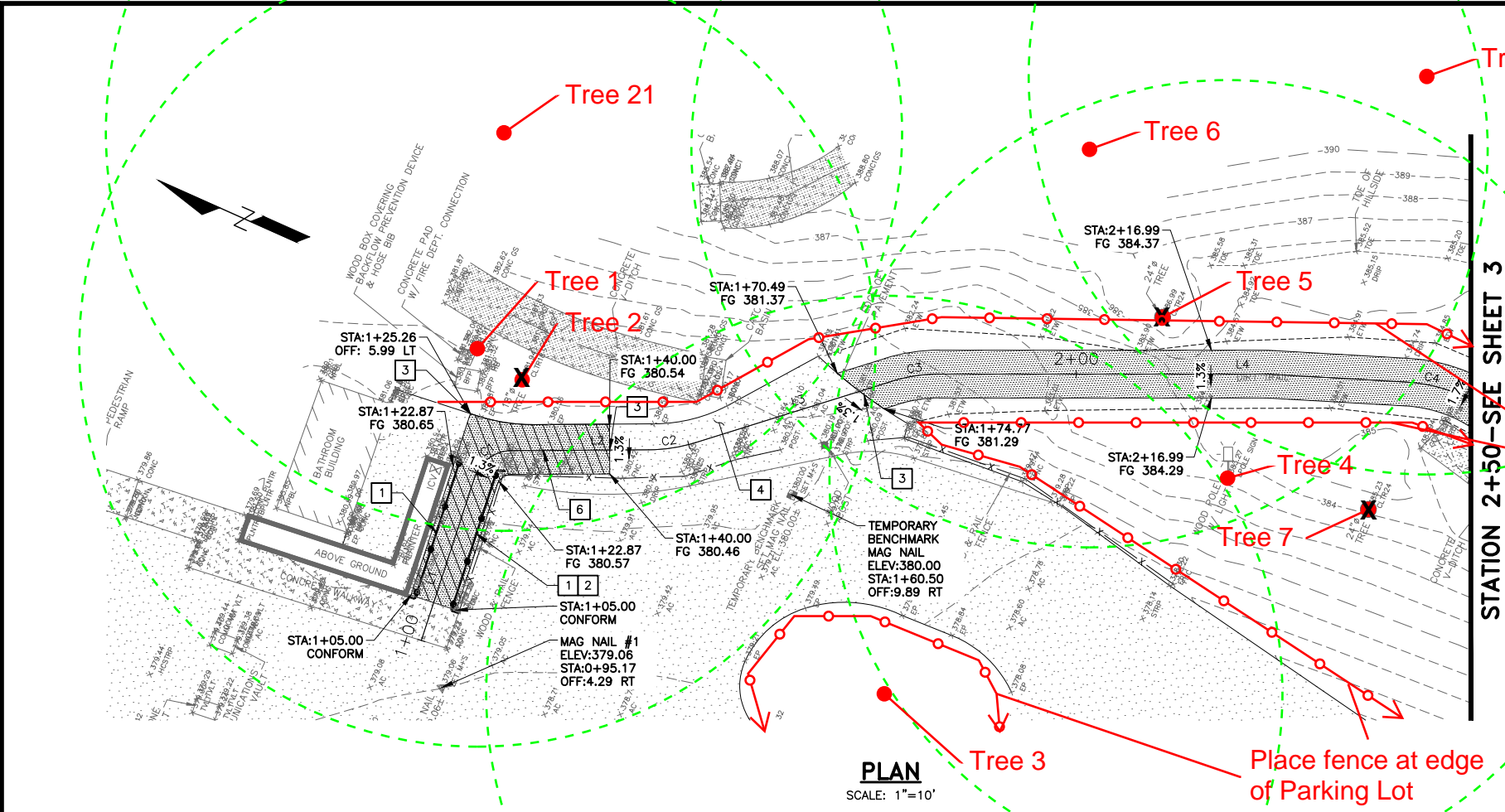
- ☐ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ☐ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ☐ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ☐ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

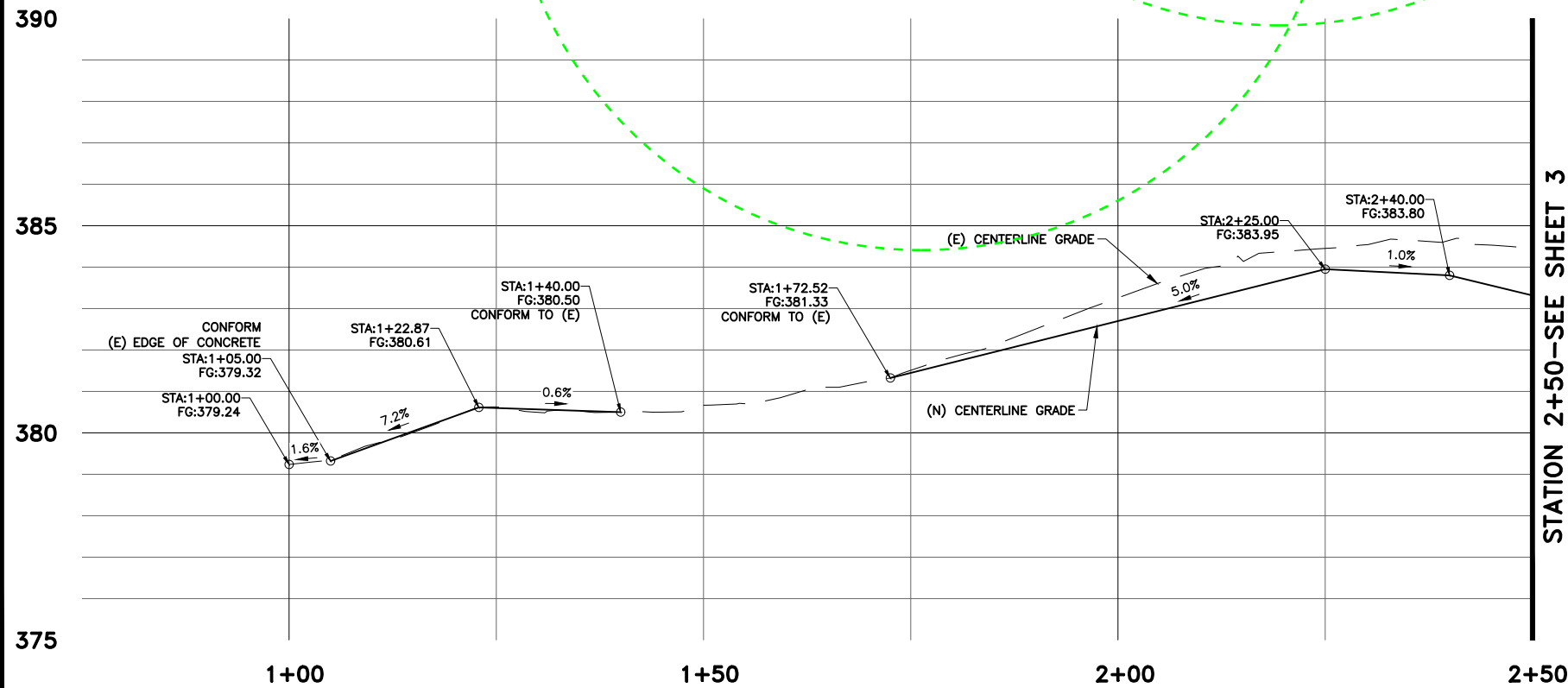
**Storm drain polluters may be liable for fines of up to \$10,000 per day!**







PLAN  
SCALE: 1"=10'



PROFILE

HORIZ. SCALE: 1"= 10'  
VERT. SCALE: 1"= 2'

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LEGEND:


- | ITEM | DESCRIPTION  |
|------|--|
|      | PATHWAY PAVEMENT SECTION. SEE DETAIL 3, SHEET 4.                             |
|      | REMOVE (E) AC PAVEMENT. NEW PATHWAY PAVEMENT SECTION. SEE DETAIL 3, SHEET 4. |
|      | Tree Location  |
|      | Tree Removal   |
|      | Tree Protection Fencing  |
|      | 50ft TPZ Area  |

PROJECT NOTES:

- 1 ADA RAMP HANDRAIL. SEE DETAILS 1 & 2, SHEET 4.
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**Tree Management Experts**  
Consulting Arborists

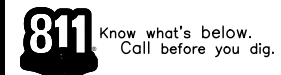
Certified Arborists, Certified Tree Risk Assessors  
Contractor's License No. 885953, D-49 Tree Service  
(415) 606-3610 Roy@treemanagementexperts.com




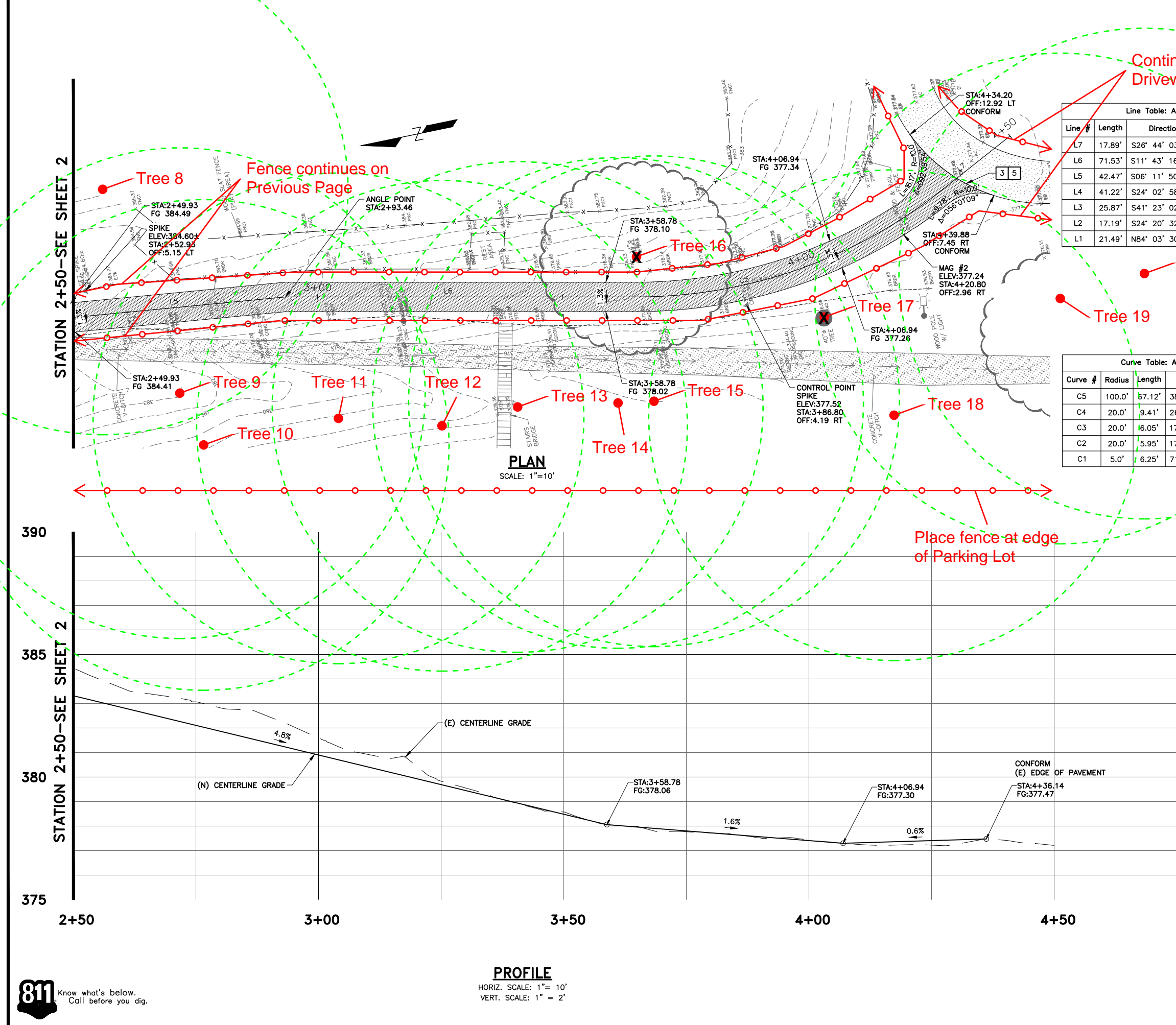
Note: Not to Scale  
Tree Locations Estimated  
Unless Originally Surveyed  
By CSG Consultants

BASIS OF BEARINGS:

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TITLE: <b>FRONTIERLAND PARK ADA IMPROVEMENTS GRADING PLAN &amp; PROFILE ADA IMPROVEMENTS</b>								
SHEET: <b>2</b> OF <b>5</b>								
DATE: 7/24/2023								
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**LEGEND:**

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- 3 CONFORM TO (E) PAVEMENT.
- 4 (E) PAVEMENT TO REMAIN.
- 5 REMOVE (E) WOOD HEADER AT CONFORM.
- 6 PLANE TREE ROOTS AS DIRECTED BY CITY ARBORIST.

**Tree Management Experts**  
Consulting Arborists

Certified Arborists, Certified Tree Risk Assessors  
Contractor's License No. 885953, D-49 Tree Service  
(415) 606-3610 Roy@treemanagementexperts.com

Line Table: Alignments

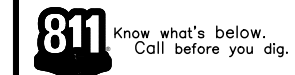
Line #	Length	Direction	ALIGNMENT NAME
L7	17.89'	S26° 44' 03.28"E	ADA WALKWAY
L6	71.53'	S11° 43' 16.35"W	ADA WALKWAY
L5	42.47'	S06° 11' 50.18"W	ADA WALKWAY
L4	41.22'	S24° 02' 58.86"E	ADA WALKWAY
L3	25.87'	S41° 23' 02.59"E	ADA WALKWAY
L2	17.19'	S24° 20' 32.78"E	ADA WALKWAY
L1	21.49'	N84° 03' 30.69"E	ADA WALKWAY

Curve Table: Alignments

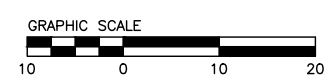
Curve #	Radius	Length	Delta	Alignment Name
C5	100.0'	57.12'	38°27'20"	ADA WALKWAY
C4	20.0'	9.41'	26°57'30"	ADA WALKWAY
C3	20.0'	16.05'	17°20'04"	ADA WALKWAY
C2	20.0'	5.95'	17°02'30"	ADA WALKWAY
C1	5.0'	6.25'	71°35'57"	ADA WALKWAY

Note: Not to Scale  
Tree Locations Estimated  
Unless Originally Surveyed  
By CSG Consultants

**BASIS OF BEARINGS:**  
THE LINE BETWEEN MAG NAIL #1 AND MAG #2 IS TAKEN  
AS S13° 59' 00.99"E.



**PROFILE**  
HORIZ. SCALE: 1" = 10'  
VERT. SCALE: 1" = 2'



DATE	REVISIONS	NO.	SCALE	AS SHOWN	DRAWN	DESIGNED	APPROVED
					ARS	ES	ES

PREPARED BY: **CSG CONSULTANTS, INC.**  
550 PILGRIM DRIVE  
FOSTER CITY, CA 94404  
PHONE: (650) 522-2500  
FAX: (650) 522-2599

PREPARED FOR: **CITY OF PACIFICA**  
PUBLIC WORKS DEPARTMENT  
170 SANTA MARIA AVENUE  
PACIFICA, CALIFORNIA

TITLE: **FRONTIERLAND PARK  
ADA IMPROVEMENTS  
GRADING PLAN & PROFILE  
ADA IMPROVEMENTS**

SHEET: **3 OF 5**

DATE: **7/24/2023**  
JOB#: **23.323**

INVITATION FOR BIDS  
FRONTIERLAND PARK ADA IMPROVEMENT PROJECT



The City of Pacifica  
540 Crespi Drive  
Pacifica, CA 94044

RELEASE DATE: October 4, 2023

DEADLINE FOR QUESTIONS: October 20, 2023

RESPONSE DEADLINE: October 31, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpacific>



The City of Pacifica  
INVITATION FOR BIDS  
Frontierland Park ADA Improvement Project

I.	BID AND AWARD.....
II.	GENERAL WORK DESCRIPTIONS.....
III.	BID FORM .....
IV.	DEFINITIONS AND TERMS .....
V.	PROPOSAL REQUIREMENTS AND CONDITIONS .....
VI.	AWARD AND EXECUTION OF CONTRACT .....
VII.	SCOPE OF WORK.....
VIII.	CONTROL OF WORK.....
IX.	CONTROL OF MATERIALS.....
X.	LEGAL RELATIONS AND RESPONSIBILITY .....
XI.	PROSECUTION AND PROGRESS .....
XII.	MEASUREMENT AND PAYMENT .....
XIII.	SPECIAL PROVISIONS .....
XIV.	TECHNICAL SPECIFICATIONS .....
XV.	PRICING PROPOSAL.....
XVI.	VENDOR QUESTIONNAIRE .....

Attachments:

- A - BID SET FRONTIERLAND ADA IMPROV
- B - TECH SPECS FRONTIERLAND ADA IMPROV
- C - SAMPLE CONSTRUCTION SERVICES AGREEMENT
- D - APPENDICES TO CONSTRUCTION SERVICES AGREEMENT
- E - BIDDERS BOND
- F - FRONTIERLAND ADA PROJECT SUBMITTAL LIST



## 1. BID AND AWARD

### NOTICE TO CONTRACTORS

#### 1.1. Summary

Electronic (sealed) proposals will be received by the City Clerk of the City of Pacifica per the attached timeline for the following project:

Frontierland Park ADA Improvement Project

to be opened through a teleconferenced meeting live via Zoom Conference (link provided in the OpenGov PRO Bidding System), with a telephone option. The 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, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid 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 for the best interest of the City shall be final. The City shall have SIXTY (60) calendar days from and after the opening of the bids within which to make its determination.

The City will only accept completed bid packages submitted electronically to the City through the City's eProcurement portal at <https://secure.procurenow.com/portal/cityofpacific> by authenticated submitters up to the date and time as specified in the Notice to Bidders; without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City strongly recommends completing your response well ahead of the deadline.

#### 1.2. Background

The project includes asphalt ADA compliant trail and other miscellaneous related work.

#### 1.3. Contact Information

**Project Contact:**

**Raymund Donguines**

Senior Civil Engineer

Email: [rdonguines@pacific.gov](mailto:rdonguines@pacific.gov)

Phone: [\(650\) 738-3768](tel:(650)738-3768)

**Procurement Contact:**

**Raymund Donguines**



Senior Civil Engineer

Email: [rdonguines@pacificacounty.gov](mailto:rdonguines@pacificacounty.gov)

Phone: [\(650\) 738-3768](tel:(650)738-3768)

**Department:**

Public Works - Engineering

**Department Head:**

Roland Yip, PE

Deputy Director

**1.4. [Timeline](#)**

<b>Release Project Date</b>	October 4, 2023
<b>Question Submission Deadline</b>	October 20, 2023, 5:00pm
<b>Proposal Submission Deadline</b>	<p>October 31, 2023, 2:00pm To be opened live via a Zoom Meeting video conference with a phone-in option.</p> <p><a href="https://pacificacounty.zoom.us/j/83940898722?pwd=20fdBpdIGOVnbpT2paaj6xQShEFxjU.1">https://pacificacounty.zoom.us/j/83940898722?pwd=20fdBpdIGOVnbpT2paaj6xQShEFxjU.1</a></p> <p>Dial-In: 1-669-900-6833 Meeting ID: 839 4089 8722 Passcode: 944050</p>



## 2. GENERAL WORK DESCRIPTIONS

Frontierland Park ADA Improvement Project consists of: ADA compliant trail and miscellaneous related work.

All contractors and subcontractors have been required since April 1, 2015 to be registered with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or may work on a public works project unless registered with DIR. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information, visit the [DIR website](#)

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the City of Pacifica, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one-hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Pacifica. Original Bidder's Bond with surety seal must be MAILED and postmarked no later than Tuesday, October 31, 2023 addressed to the:

City Clerk, Pacifica Community Center 540 Crespi Drive Pacifica CA 94404

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. No bidder may withdraw his/her bid for a period of SIXTY (60) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period

The City reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City shall have SIXTY (60) calendar days from and after the opening of the bids within which to make its determination. Contractor to hold bid prices for a period of 180 days from date of bid submission.

The Contractor receiving the award of the contract shall begin work after 04/01/24 and within FIFTEEN (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications. The Contractor shall have Twenty (20) working days to complete this project. Working days will be counted upon the Contractor's receipt of the Notice to Proceed, as noted above. At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid Class A California General Contractor's License. The Contractor shall also possess a valid City of Pacifica Business License at the time the contract is awarded. The City of Pacifica hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this



advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. **The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may results in the termination of this contract, or such other remedy as recipient deems appropriate.**

**Prevailing Wage.**

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance, and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures. For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California. Full plans and specifications, Project information and Plan Holder’s is available on the project in the eProcurement Portal are viewable on the project in the [eProcurement Portal](#).

**Engineer's Estimate.**

The Engineer's Estimate for this project is \$50,000.



### **3. BID FORM**

The quantities shown in the attached Pricing Schedule form are approximate only, being given as a basis for the comparison of bids, and the Owner 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 or class or portion of the work as may be deemed necessary or advisable by the City Engineer. This bid will be rejected if bidder fails to provide a bid for each item. Bids will be evaluated by the lowest price on the base bid plus all additive alternates. The Owner reserves the right to award the project based on any combination of the above alternate bid items.

#### **NOTICE**

If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within 60 days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material Bond as specified, and proof of insurance coverage as required in Part I, under "Construction Agreement," of these Specifications, all within 10 calendar days after personal delivery or after deposit in the mails, of the notification of acceptance of this bid. The above mentioned bonds shall be satisfactory to, and on the forms approved by Owner.

Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

#### **WORDS AND PHRASES**

Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.



## 4. DEFINITIONS AND TERMS

### 4.1. DEFINITIONS

Wherever in these Specifications and other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

A. Contract Documents. The Notice to Contractors, Information for Bidders, Bid Form, Designation of Subcontractors, Agreement, Bidder's Bond, Performance Bond, Labor and Material person's Bond, Progress Schedule, General Conditions, Equal Employment Opportunity Conditions if applicable, Technical Provisions, Plans, Specifications, such provisions of the 2021 Greenbook: Standard Specifications for Public Works Construction, and such provisions of the State of California Standard Specifications, except as specifically noted in the Technical Specifications, are hereby incorporated by reference.

B. Contractors. The person, firm, partnership, or corporation to whom this Contract is awarded by Owner and who is subject to the terms thereof.

C. Director of Public Works. The Director of Public Works of the City of Pacifica and the representative of the Director of Public Works, duly authorized and appointed by the Director of Public Works.

D. Engineer. The City Engineer of the City of Pacifica, or the representative of the City Engineer duly authorized and appointed by the City Engineer. In the event Owner has hired any person or Governing Body of the Owner. The City Council of the City of Pacifica.

F. Inspector. The Inspector employed by Owner to perform inspection during construction of the work, under the direction of the Director of Public Works.

G. Owner. The City of Pacifica, a municipal corporation in the State of California.

H. Plans. The Official Plans, working drawings or exact reproductions thereof, approved by the Governing Body of the Owner which show the location, character, dimensions and details of the work on the Project and the work to be done. The Plans are to be considered as a part of the Contract Documents, complementary to the Specifications.

I. Project. The entire public improvement proposed by Owner to be constructed in whole or in part, pursuant to this Contract.

J. Revocable. Items noted as "Revocable" in the Proposal may be deleted entirely or in part at the sole discretion of the City. The provision of Section 4-1.03B, "Increased or Decreased Quantities," shall not apply to entire or partial deletion of Revocable items.

K. Specifications. The directions, provisions, and requirements contained herein, or contained in any Specifications referred to herein, pertaining to the method and manner of performing the work on the Project, or to the quantities, or the quality of materials to be furnished under the Contract.

L. Subcontractor. A person, firm, partnership, or corporation having a direct contract with Contractor and not with Owner, for the performing of work or labor or the rendering of service to Contractor for the work.

M. Surety. Any persons, firm, partnership, or corporation that executes as Surety on Contractor's Performance Bond or Contractor's Labor and Material person's Bond or Bidder's Bond.

N. Work. Work to be performed on the Project under this Contract, including work normally done at the site of the Project plus labor and materials.

#### 4.2. SPECIFICATIONS

Wherever in these Specifications the term "Standard Specifications" is used, it shall mean the 2021 Greenbook: Standard Specifications for Public Works Construction, except as specifically noted in the Technical Specifications. In case of conflict between the State of California Standard Specifications and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions.

Any item not covered in these Specifications shall be performed in accordance with the appropriate section of the Standard Specifications. Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

A. Department of Public Works or Department of Transportation. The City of Pacifica, Department of Public Works.

B. Director of Public Works. The City of Pacifica, Director of Public Works.

C. Engineer. The Engineer is defined as the Deputy Director Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

D. Laboratory. The designated laboratory authorized by the City of Pacifica to test materials and work involved in the Contract.

E. State. California.

#### 4.3. GENERAL

All work shall be done in conformance with the applicable provisions of the Standard Specifications except as modified herein. Payment for work, equipment and materials not specifically covered herein shall be included in the payment for related items of work. No additional payment will be made for work, equipment or materials not covered in these plans and specifications, but necessary to insure a completed project as specified. Any plan or method of work suggested by the Owner or the Engineer to Contractor but not specified or required, if adopted or followed by Contractor in whole or in part, shall be used at the risk and responsibility of Contractor; and the Owner and the Engineer shall assume no



responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plans or method of work.

#### 4.4. STATEMENT OF WORK

Furnish all labor, equipment and materials and perform all work called for in the Contract Documents and as necessary to furnish to the City a complete project ready for use.

#### 4.5. DRAWINGS

Two sets of the Contract Drawings and Specifications will be furnished without charge to the Contractor to whom the contract for the work is awarded. Additional sets will be furnished to Contractor on request, as needed. The work shall conform to the drawings which shall form a part of these Specifications, and are available at the Office of the Director of Public Works,

Engineering Division,

540 Crespi Drive,

Pacifica, California.

#### 4.6. BUSINESS LICENSE

All Contractors, whether they be general Contractors or subcontractors, who transact or carry on business in the City of Pacifica, shall acquire a Business License in conformance with Sec. 3-1.103 of the City of Pacifica Municipal Code.

#### 4.7. MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the policy of the City of Pacifica to encourage the participation of Minority and Women Business Enterprises in the bidding process for all City contracts. Any reference using the word "his" is to be construed as meaning "his, hers or its".

#### 4.8. PROOF OF COMPETENCY OF BIDDER

Any bidder may be required to furnish evidence satisfactory to Owner that he/she and his/her proposed subcontractors have sufficient means and experience in the type of work called for to insure completion of the contract in a satisfactory manner.

#### 4.9. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out his/her work as will not cause any interruption or interference with any other Contractor.

## 5. PROPOSAL REQUIREMENTS AND CONDITIONS

### 5.1. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE WORK

Before submitting a bid, each bidder shall carefully read the Specifications and all other Contract Documents. The bidder shall visit the site of the Project and shall fully inform himself/herself as to all existing conditions and limitations under which the work is to be performed, and he/she shall include in his/her bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination.

### 5.2. CONTENTS OF BID

In order to receive consideration, all bids shall be made in accordance with the following instructions:

A. Bids shall be made upon the form provided therefor, properly executed and with all items filled out; the signature of all persons signing shall be in longhand.

B. Blank spaces in the bid must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Alterations by erasures or interlineation must be explained or noted in the bid over the signature of the bidder.

C. Late bids will be returned to the bidder unopened.

D. Each bid shall be addressed to the City Clerk of the City of Pacifica, and shall be delivered to the office of the Clerk of the City of Pacifica on or before the day and hour set for the opening of bids. The bid shall bear the title of the work, the name of the bidder, and the date and hour of the opening. It is the sole responsibility of the bidder to see that the bid is received in proper time.

### 5.3. WITHDRAWAL OF BID

Any bidder may withdraw his/her bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

### 5.4. WITHDRAWAL OF BIDS AFTER OPENING

#### WITHDRAWAL OF BIDS AFTER OPENING

No bidder may withdraw his/her bid for a period of 60 calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the Owner during this period.

### 5.5. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make or file or be interested in more than 1 bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.



## **5.6. SUBMISSION OF BIDS; AGREEMENT TO ASSIGN**

In accordance with Government Code §4552, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, he/she/it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

## **5.7. LIST OF SUBCONTRACTORS**

Bidders must submit a list of their proposed subcontractors in compliance with §§4100-4113 of the Public Contract Code of the State of California through the City's eProcurement Portal.

## **5.8. INSURANCE**

At or prior to the delivery of the signed Agreement, Contractor shall deliver to Owner the policies of insurance or insurance certificates as are required by the Plans and Specifications. All policies or certificates of insurance shall be approved by the Director of Public Works of the City of Pacifica before the successful bidder may proceed with the work. Failure or refusal to furnish insurance policies or certificates in the form satisfactory to the Director of Public Works of the City of Pacifica shall subject the bidder to penalties for delay in commencement of the Work.

## **5.9. BIDDER'S BOND**

Each bid shall be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid, and said checks or bond shall be made payable to the order of the City of Pacifica (herein after referred to as "Owner") as defined in Part I, Section 1-1.01 of these Specifications. Cash and certified or cashier's checks shall not be accepted unless accompanied by a waiver of all interest on the amount paid to the City. In case the successful bidder fails to file satisfactory bonds or provide the insurance required by the Contract Documents, or refuses to enter into a contract within the specified time, he/she shall be liable for any difference by which the cost of procuring the work exceeds the amount of his/her bid and the bond or the amount of cash or check shall be available to offset such difference. If the bid is not accepted by Owner within 60 calendar days after the date set for the opening of bids, or if the bidder to whom the contract is awarded executes and delivers to Owner the required Contract Documents and insurance, the cash or the amount of the certified or cashier's check without interest shall be returned to the bidder.

## **5.10. GUARANTEE OF MATERIALS AND EQUIPMENT**

All materials and equipment furnished and the work performed under these Specifications and/or drawings, shall be guaranteed in writing for a period of 2 years from the date of final acceptance against defective material, design and workmanship. In addition, the Contractor shall guarantee in writing that the system as a whole shall be free of defects for a period of 2 years from the date of final acceptance, the system shall operate perfectly, and all apparatus shall perform in accordance with their individual Specifications.

Contractor shall allow 100% of the faithful performance bond to remain in effect for a period of one years following City Council project acceptance as guarantee for any needed repair or replacement caused by defective materials and workmanship.



## **6. AWARD AND EXECUTION OF CONTRACT**

### **6.1. AWARD OR REJECTION OF BIDS**

The Contract, if awarded, will be awarded to the lowest responsible bidder subject to Owner's right to reject any or all bids and to waive any informality in the bids or the bidding.

### **6.2. REJECTION OF PROPOSALS**

The City, at its sole discretion, may reject all bids. Additionally, individual proposals may be rejected if (among other things) they any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind, or a disproportionate amount of payment being made on any item of work during any phase of the project, or fail to provide a price on al bid items, including all alternates or proposals submitted which are in strict compliance with the directions in the Notice to Contractors. The City may, in its sole discretion, waive any informalities or minor irregularities in the bid or proposal.

Proposals not submitted in strict compliance with the directions in the Notice to Contractors may, in City's sole discretion, be deemed non-responsive and rejected on that basis.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a co-partnership, a "Power of Attorney" must be on file with the City Clerk prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected at the City's sole discretion as irregular and unauthorized. Proof of authority of the person or persons signing on behalf of the bidder shall be provided to the City upon request after the bid opening.

### **6.3. SUBSTITUTION OF SUBCONTRACTORS**

No contractor whose bid is accepted shall:

1. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except where the City, or its duly authorized officer, may, except as otherwise provided, have consented to the substitution in any of the following situations:

a. When the subcontractor listed in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is present to the subcontractor by the Contractor.

b. When the listed subcontractor becomes bankrupt or insolvent.

c. When the listed subcontractor fails or refuses to perform its subcontract.

d. When the listed subcontractors fails or refuses to meet the bond requirements of the Contractor.

e. When the Contractor demonstrates to the City that the name of the subcontractor was listed as the result of an inadvertent clerical error.

f. When the listed subcontractor is not licensed at the time of bid pursuant to the Contractor License Law on non-federally funded projects or at the time of award on federally funded projects.

g. When the City determined that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disruption the progress of the work.

Prior to approve of the Contractor's request for a substitution of subcontractor, the City shall give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been notified shall have 5 working days within which to submit written objections to the substitution to the City. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objection are filed, the City shall give notice in writing of at least 5 working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

2. Permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the subcontractor listed in the original bid, without consent of the City.

3. Other than in the performance of change orders causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of ½ of one percent of the prime contractor's total bid as to which the Contractor's original bid did not designate a subcontractor.

#### **6.4. PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

At or prior to the delivery of the signed Agreement, Contractor shall deliver to Owner the Performance Bond and Labor and Materialperson's Bond as are required herein. All bonds shall be on forms provided by Owner, and each shall be in an amount equal to 100% of the contract price. All bonds shall be approved by the Director of Public Works of the City of Pacifica before the successful bidder may proceed with the Work. Failure or refusal to furnish bonds in the form satisfactory to the Director of Public Works of the City of Pacifica shall subject the bidder to penalties for delay in commencement of the Work or revocation of the Award of Contract.

Pursuant to California Public Contract Code §22300, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City to ensure performance under the contract. Said securities will be deposited either with the City or with the state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in California Government Code §16430 or bank or savings and loan certificate of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other mutually agreed to by Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

#### **6.5. EXECUTION OF AGREEMENT**

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each bidder. The bidder to whom the Contract is awarded by Owner shall, within 10 calendar days after Notice of Award, execute and deliver to Owner 1 original and 1 counterpart of the Agreement.



## 6.6. NOTIFICATION BY CONTRACTOR

A. The Contractor shall notify the Director of Public Works or their designee and the project inspector at least 24 hours prior to commencing work and shall comply with any Notifications or approvals mentioned in the Technical Specifications.

B. Immediately after the award of Contract by the City of Pacifica and where applicable and required by the Plans and Specifications, the Contractor shall notify the following agencies:

North Coast County Water District, 2400 Francisco Boulevard, Pacifica, California 94044

PG&E, Colma Service Center, 450 Eastmoor Avenue, Daly City, California 94015

AT&T, 840 West San Bruno Avenue, San Bruno, California 94066

Comcast, 860 Stanton Rd, Burlingame, CA 94010

SamTrans (San Mateo County Transit District), 1250 San Carlos Avenue, P.O. Box 3006, San Carlos, California 94070-1306

Recology of the Coast, 2305 Palmetto Ave. Pacifica, CA 9404

C. The Contractor shall notify residents and business owners adjacent to the Work, as noted in the Special Provisions of these Specifications.

## **7. SCOPE OF WORK**

### **7.1. Frontierland Park ADA Improvement Project**

The City reserves the right to add or delete from quantities of work during the project (see Part I, Section 9-1.01). Location of work for this project are set out in Plans & Specifications and incorporated herein.

### **7.2. CHANGES TO THE WORK**

The bidder's attention is directed to the provisions of Section 4 of the Standard Specifications and the following modifications, all of which are applicable to this Contract:

- A. Owner, without invalidating the Contract, may order additions to or deductions from the Work, the Contract Sum being adjusted accordingly. Any claim for extension of time cause thereby shall be adjusted at the time of ordering such change. See Section 9-1.01A of these Specifications regarding measurement and payment for increased or decreased quantities.
- B. Any alteration or alterations made in the Plans & Specifications which are a part of this Contract, or any provision of this Contract shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Civil Code §2819.
- C. In giving instructions, the Engineer shall have authority to issue written change orders not inconsistent with the purpose of the Work. All change orders require issuance of a purchase order. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of such written order, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.
- D. Any change order that is in excess of the original Contract amount, plus any contingency, must be approved in the same manner as the original Contract.
- E. Any change order exceeding the amount of the approved budget is invalid unless and until a budget adjustment has been approved by the City Council.
- F. Unit prices in any change order shall be the same as those unit prices in the original Contract.

### **7.3. NOTIFICATION OF CHANGE IN CONDITION**

Pursuant to Public Contracts Code §7104, when trenches or other excavations must be dug pursuant to this Contract that extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or,
- B. Subsurface or latent physical conditions at the site differing from those indicated; or,



C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract. The Owner will promptly investigate the conditions identified by the Contractor, and if the Owner finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Owner's cost of, or the time required for, performance of any part of the work will issue a change order under the procedures described in the Contract Documents. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protects between the contracting parties.

## **8. CONTROL OF WORK**

### **8.1. CONTROL OF WORK**

The bidder's attention is directed to the provisions of Section 5 of the Standard Specifications, all of which are applicable to this Contract.

### **8.2. INTERPRETATION OF DRAWINGS AND DOCUMENTS PRIOR TO BIDDING**

If any person contemplating submitting a bid for the construction of the Project is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, he/she may submit to Owner a written request for an interpretation or correction thereof not later than 5 working days before the date bids will be opened through the Questions/Answers section of the city's [eProcurement Portal](#). The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum and will be mailed or delivered to each person receiving a set of such documents. Owner will not be responsible for any other explanation or interpretation of the Contract Documents.



## **9. CONTROL OF MATERIALS**

### **9.1. CONTROL OF MATERIALS**

The bidder's attention is directed to the provisions of Section 6 of the Standard Specifications and the following modifications, all of which are applicable to this Contract. At the option of the Director of Public Works, the Contractor shall provide testing from Owner's list of certified labs at the Contractor's own expense.

## **10. LEGAL RELATIONS AND RESPONSIBILITY**

### **10.1. WAGES**

Workers employed in the work must be paid at rates at least equal to the then current prevailing wage scale as determined by the State Director of the Department of Industrial Relations. A copy is usually on file in the Office of the Director of Public Works. Pursuant to California Labor Code §1770, any Contractor who is awarded a public works project and intends to use a craft of classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations effective at the time of the calls for bids. Statutory provisions for penalties for failure to pay prevailing wages and for failure to comply with state wage and hour laws will be enforced. Eight hours of labor constitutes a day's work. The Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification and their availability for inspection.

### **10.2. ADDITIONAL SURETIES**

If at any time during the continuance of the Contract the Sureties, or any of them, shall, in the opinion of the Owner, become irresponsible, the Owner shall have the right to require additional and sufficient Sureties which the Contractor shall furnish to the satisfaction of the Owner within 10 working days after notice.

### **10.3. LEGAL RELATIONS AND RESPONSIBILITY**

The bidder's attention is directed to the provisions of Section 7 of the Standard Specifications and the following modifications, all of which are applicable to this Contract, with the exception that the City shall not pay for any of the requirements covered by this section, the cost of which, if any, shall be considered as included in the bid items. A. Notices. Any notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

1. If the notice is given to Owner, it must be by personal delivery thereof to the Director of Public Works or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to Owner for the attention of said Director of Public Works, 110 E. Main Street, Los Gatos, California 95031, postage prepaid and registered;
2. If the notice is given to the Contractor, it must be by personal delivery thereof to the Contractor, or to the Contractor's foreman at the site of the work, or by depositing the same in the United States mails, enclosed in a sealed envelope addressed to the Contractor at the Contractor's regular place of business or at such other address as may have been established for the conduct of the work, postage prepaid and registered; or If the notice is given to the Surety or any other person, by personal delivery to such Surety or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person last communicated by him to the party giving the notice, postage prepaid and registered; and

3. If the notice is given to the Surety or any other person, by personal delivery to such Surety or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person last communicated by him to the party giving the notice, postage prepaid and registered; and

4. The effective date of such notice(s) shall be the date personal delivery is made or the date shown on the return receipt of the registered mailed notice.

B. Entire Contract. No verbal agreement or conversation with any officer, agent or employee of Owner, either before, during or after the execution of this Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this Contract.

C. Failure to Complete the Work on Time (Liquidated Damages). If the Work is not completed by Contractor in the time specified herein above, or within any period of extension as above authorized, it is understood that the Owner will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the Owner, as fixed and liquidated damages, and not as a penalty, the sum as stated in the Contract, and the Contractor and the Contractor's Surety shall be liable for the amount thereof; provided, however, that the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (including, but not restricted to, Acts of God or of the public enemy, acts of the Government, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes). The Contractor shall, within 10 calendar days from the beginning of any such delay, notify the Owner in writing of the cause of the delay and the amount of time extension requested, if any; whereupon the Owner shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in its judgment and for the amount of time if any, the findings of fact justify such an extension. The Director of Public Works; determination shall be final and binding on the parties hereto.

#### 10.4. EMPLOYMENT OF APPRENTICES

A. Attention is directed to the provisions of Labor Code §§1777.5 and 1777.6 concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. Section 1777.5 only does not apply to contracts of general Contractors or specialty Contractors not bidding for work through a general or prime contractor involving less than \$30,000 or 20 working days.

B. Section 1777.5, requires the Contractor or subcontractor employing tradepersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeypersons that will be used in the performance of the contract. Section 1777.5 also requires submission of specified award information to the committee.

The ratio of apprentices to journeypersons in such cases shall not be less than 1 to 5, except that the joint committee may grant a certificate, subject to the approval of the Administrations of Apprenticeship, exempting a Contractor from the 1 to 5 ratio when it finds that any one of the following conditions are met;



1. In the event unemployment for the previous 3 month period in such area exceeds an average of 15%, or
2. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
3. If there is a showing that the apprenticeable craft or trade is replacing at least 1/13th of its journeyperson annually through apprenticeship training, either on a statewide basis, or on a local basis, or
4. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize apprentice's life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson

C. The Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1 to 5 ratio upon proper showing by the Contractor that it employs apprentices in a specific apprenticeable craft or trade in the state on all its contracts on an annual average if not less than 1 apprentice to each 5 journeypersons.

D. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts, and if other Contractors in the area of the public works site are making such contributions.

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

F. 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.

G. Responsibility for compliance with this section and this section's reference to the Standard Specifications lies with the Contractor.

#### 10.5. STORM WATER POLLUTION PREVENTION

The Contractor shall be responsible for ensuring that all work conforms to "Best Management Practices for the Construction Industry"; from the San Mateo Countywide Water Pollution Program in the Plans, as well as the City Code.

#### 10.6. PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY

In accordance with California Public Contract Code §7103.5, the Contractor and subcontractors shall conform to the following requirements. The Contractor and its subcontractors offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with §16700) of Part

2 of Division 7 of the Business and Professions Code], arising from purchases of goods services, or materials pursuant to the public works Contract or its subcontracts. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **10.7. UNFAIR BUSINESS PRACTICE CLAIMS**

Pursuant to Public Contract Code § 7103.5, the Contractor agrees to assign all unfair business practices claims under the Clayton Act and the Cartwright Act to the City of Pacifica.

#### **10.8. TRAFFIC CONTROL PLAN AND DEVICES**

The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the Standard Specifications.

#### **10.9. INSURANCE**

***Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.***

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid and shall not be otherwise recoverable from Owner.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto"; and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/Location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Pacifica. At the option of the City of Pacifica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Pacifica, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provision. The policies are to contain, or be endorsed to contain the following provision:

1. General Liability and Automobile Liability Coverages

a. The City of Pacifica, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contracts, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Pacifica, its officers, officials, employees, or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the City of Pacifica, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the City of Pacifica, its officers, officials, employees, or volunteers shall be excess of the Contractors Insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Pacifica, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City of Pacifica, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Pacifica.

3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt required, has been given to the City of Pacifica.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than rating of A-VII or better.

F. Verification of Coverage. The Contractor shall furnish the City of Pacifica with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City of



Pacifica. Where by statute, the City of Pacifica workers'; compensation-related forms cannot be used, equivalent forms approved by the State Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City of Pacifica before work commences. The City of Pacifica reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Indemnification. The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Consultant's officers, employees, or agents or any subcontractor.

#### 10.10.CONTRACT DOCUMENTS ON SITE

The Contractor shall maintain on the job site an official set of Contract Documents, available at all times to the Director of Public Works, Inspector, or their representatives.

#### 10.11.COORDINATION OF WORK WITH OTHER CONTRACTS

The Contractor must ascertain to the Contractor's own satisfaction the scope of the Work and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the Work, to the end that the Contractor may perform this Contract in the light of such other Contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the work. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on any project which encompasses the Work. If the performance of any Contract for the work is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which the Contractor shall cease work temporarily and which the Contractor shall continue or whether the work can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damage suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or accepted performance of any other Contract or Contracts on the Work or caused by any decision or omission of Owner respecting the order of precedence in the performance of the Contracts awarded for the completion of the Work. The Owner reserves the right to do the Work with its own forces or to let other Contracts for work on or contiguous to the Work set forth in the Plans and Specifications.

#### 10.12.EQUAL EMPLOYMENT OPPORTUNITY POLICY

From and after the award of the Contract and during the course of the work on the project, the Contractor shall comply with the following Equal Employment Opportunity Conditions. The Contractor adopts and accepts as its operating policy the following statement:

***"It is the policy of this company to assure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such***

***action shall include employment, upgrading, demotion, transfer, recruitment and recruitment advertising, termination, pay, and selection for training, including apprenticeship."***

### **10.13.EQUAL EMPLOYMENT OPPORTUNITY OFFICER**

The Contractor shall designate and make known to the Director of Public Works an Equal Employment Opportunity Officer capable of administering and promoting an active Contractor program of equal opportunity who will be assigned adequate authority and responsibility to do so.

### **10.14.DISSEMINATION OF POLICY**

All members of the Contractor's organization with authority to hire, supervise, promote, and terminate employees, or who recommend such action, shall be made fully cognizant of and shall implement the Contractor's Equal Employment Opportunity policy: The following actions shall be taken as a minimum:

A. Periodic meetings of supervisory personnel shall be conducted before start of work and at least once every 3 months for the purpose of reviewing and explaining the Contractor's Equal Employment Opportunity Policy and its implementation. The meetings shall be conducted by the Equal Employment Opportunity Officer or other knowledgeable company officials.

B. All new supervisory employees shall be indoctrinated as to the Contractor's Equal Employment Opportunity obligations within 30 calendar days following their reporting for duty with the Contractor.

C. The Equal Employment Opportunity Officer or appropriate company official will instruct all employees engaged in recruitment and hiring as to the methods followed by the Contractor in recruiting and hiring qualified employees.

### **10.15.RECRUITMENT**

A. When advertising for employees, the Contractor shall include in all advertisements for employees the notation An Equal Opportunity Employer. It shall insert all such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. If the Contractor does not restrict individuals who are hired as employees exclusively to those who are related by blood or marriage to persons possessing an ownership interest in the Contractor's business, in those case where the Contractor is not precluded therefor by a valid collective bargaining agreement, systematic and direct recruitment shall be conducted through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor shall, through its Equal Employment Opportunity Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

C. If the Contractor does not restrict individuals who are hired as employees exclusively to those who are related by blood or marriage to persons possessing an ownership interest in the Contractor's business, the Contractor shall encourage present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants shall be provided to such employees.

### 10.16.PERSONNEL ACTIONS

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

A. The Contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

C. The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

D. The Contractor shall investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all of his/her avenues of appeal.

### 10.17.TRAINING AND PROMOTION

If the Contractor does not restrict individuals who are hired as employees exclusively to those who are related by blood or marriage to persons possessing an ownership interest in the Contractor's business, programs designed to increase the skills of all employees and applicants for employment shall be promoted as follows:

A. Consistent with its manpower requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, such as pre-apprenticeship, apprenticeship, and/or on-the-job training programs for the geographical area of contract performance.

B. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

C. The Contractor shall periodically review the training and promotion potential of employees and shall encourage eligible employees to apply for such training and promotion.

### 10.18.UNIONS

If the Contractor relies in whole or in part upon unions as a source of Contractor's work force, the Contractor shall use its best efforts to incorporate an Equal Employment Opportunity clause into all union agreements which defines responsibilities for non-discrimination in hiring, referral, up-grading and training, and otherwise implements an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that all qualified workers will be available and



given an equal opportunity for employment, and such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin. In the event a union is unable to refer applicants as requested by the Contractor within the time limit set forth within the union agreement, the Contractor shall, through its recruitment procedures, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified persons.

#### 10.19.SUBCONTRACTING

The Contractor shall use its best efforts to assure subcontractor compliance with their Equal Employment Opportunity obligations.

#### 10.20.DEBARRED CONTRACTORS AND SUBCONTRACTORS

Pursuant to Public Contract code § 6109, contractors and subcontractors who are ineligible pursuant to Labor Code §§ 1777.1 and 1777.7 are prohibited from work on the project.

#### 10.21.NOTICES AND POSTERS

The Contractor shall make known its Equal Employment Opportunity responsibilities under this Contract by the following methods:

A. Executed copies of the Contractor's Fair Employment Practices Statement shall be:

1. Conspicuously posted in all areas where job applicants and potential employees appear for purposes of gaining employment by the Contractor;
2. Conspicuously posted on all employee bulletin boards and in other areas where employees of the Contractor congregate; and,
3. Transmitted to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, and to all other sources or employee referrals, including schools and employment agencies.

B. Posters containing the following wording shall be conspicuously posted in all areas where job applicants and potential employees appear for purposes of gaining employment by the Contractor: (NAME OF CONTRACTOR); is an Equal Employment Employer."

C. The Contractor's Equal Employment Opportunity policy, as described in these Specifications, Section 7-1.10, and shall be distributed in written form to all employees.

#### 10.22.FAIR EMPLOYMENT PRACTICES STATEMENT

The Contractor shall execute the following Fair Employment Practices Statement:

"Fair Employment Practices Statement": (Name of Contractor) is an Equal Employment Opportunity Employer, as such has adopted the policy and will take affirmative action to employment without regard to their race, color, religion, ancestry or national origin. On (Date), (Name of Contractor) was awarded a public works contract by the City of Pacifica, a municipal corporation situated in the County of Santa

Clara, State of California, for the work of (Name of Contract). Under said Contract (Name of Contractor) has agreed to comply with those Equal Employment Opportunity Conditions described in Section 7 of the Contract Documents for said project, and has agreed, among other things, that damages will be paid to the City in event it is found that the requirements of said Conditions have not been satisfied.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

### 10.23.RECORDS

The Contractor shall keep such records as are necessary to determine compliance with its Equal Employment Opportunity obligations under this Contract. Such records shall be retained for a period of 2 years following completion of the project. Such records show:

- A. The number of minority and non-minority group members employed in each work classification on the project.
- B. The efforts and progress being made in cooperation with unions to increase minority group employment opportunities. (Applicable only to Contractors who rely in whole or in part on Unions as a source of their work force).
- C. The efforts and progress being made in locating, hiring, training, qualifying, and upgrading employees. The above-described records, together with the Contractor's records of employment, employment advertisements, application forms, and other pertinent data shall, upon request, be opened to inspection and copying by the Director of Public Works or the Director of Public Works authorized representative, or any other agency of the State of California designated by the Director of Public Works, for purposes of investigating whether the Contractor has complied with the Equal Employment Opportunity conditions of this Contract.

### 10.24.REPORTS

Between the date of the award of the Contract and the date of the commencement of work on the project, the Contractor shall in conformity and compliance with the directions of the Director of Public Works, submit to the Director of Public Works a basic compliance report which shall include the following:

- A. The name, business address and telephone number of the Contractor's Equal Employment Opportunity Officer.
- B. An executed copy of the Contractor's Fair Employment Practices Statement.
- C. A description of the Contractor's sources of potential employees, and the identity of the person or persons who have responsibility for determining who the Contractor will hire and whether or not to hire.
- D. Such evidence as is required by the Director of Public Works, showing that the Contractor has notified all supervisors, foremen, and other personnel officers, in writing, of the content of the Contractor's Equal Employment Opportunity policy.

E. Such evidence as is required by the Director of Public Works showing that the Contractor has transmitted its Statement of Fair Employment Practices to all sources of employee referrals.

F. Such evidence as is required by the Director of Public Works showing that the Contractor has posted bulletins, posters, and the Fair Employment Practices Statement in the manner required by these Equal Employment Opportunity Conditions.

#### 10.25. BREACH OF EQUAL EMPLOYMENT CONDITIONS

In the event the Director of Public Works, as a result of supervising the Contractor's performance under the Contract or after investigating a complaint by a third party, finds that the Contractor is or has been in violation of its agreement to comply with these Equal Employment Opportunity Conditions, notice of such violations shall be filed with the Director of Public Works and given to the Contractor by depositing same in the United States mail, postage prepaid, addressed to the last known business address of the Contractor, with return receipt requested. Not later than 15 calendar days after the filing of said notice with the Director of Public Works, a hearing shall be held by the City Council for the purpose of ascertaining whether the charges contained in the notice are true, and, if true, whether the Contractor has failed to make a reasonable and substantial effort to comply with these Equal Employment Opportunity Conditions. Notice of the time and place of said hearing shall be given the Contractor not less than 5 days prior thereto in the same manner as the notice of violations is given. During said hearing, the City Council shall receive and consider any evidence offered by the Director of Public Works, the Contractor, and any third party. At the conclusion of said hearing, the City Council shall determine the matter and its determination shall be final. If after the hearing above described the City Council determines that the Contractor has failed to comply with these Equal Employment Opportunity Conditions, and has failed to make a reasonable and substantial effort to comply with said conditions, the Contractor shall be deemed in material breach of the Contract. It is understood that the Owner will have suffered damage by virtue of said breach; and it being impractical and unfeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to Owner, as fixed and liquidated damages, and not as a penalty, the sum of \$50.00 for each calendar day during which the Contractor is found to have been in noncompliance. Such monies may be recovered from the Contractor and its Surety. The Owner may deduct any such damages from monies due the Contractor.

#### 10.26. DISQUALIFICATION FROM FUTURE CONTRACTS

A finding by the City Council that the Contractor has failed to comply with these Equal Employment Opportunity Conditions and has failed to make a reasonable and substantial effort to so comply, or a finding of willful violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act, or similar provisions of Federal law or Executive Order, in the performance of work on the project shall be deemed a basis for determining the Contractor to be not a "responsible bidder"; as to future contracts for which the Contractor may submit bids. A finding of willful violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act shall be deemed to have occurred upon receipt by the Owner of written notice from the California Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated said Fair Employment Practices Act and has issued an order under Government Code §12970, or obtained judgment and order of enforcement under Government Code §12973.



### 10.27.OTHER REMEDIES

Nothing contained in these Equal Employment Opportunity Conditions shall be construed in any manner or fashion so as to prevent the Owner from pursuing any other remedies that may be available at law or in equity.

### 10.28.EQUIPMENT AND MATERIAL REPLACEMENT

A. The Contractor shall replace at Contractor's cost and expense any piece of equipment, or part thereof, or any material furnished under these Specifications, which fails because of defective material or workmanship, within 2 years following completion and acceptance of the Work.

B. All decisions regarding acceptable equipment or installation shall be made by the Director of Public Works, and the Director of Public Works decision shall be final.

### 10.29.PUBLIC SAFETY - NOISE

It shall be the Contractor's responsibility to keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the Contractor exceed either of the following maximums:

A. No individual piece of equipment shall produce a noise level exceeding 85dBA at a distance of 25 feet.

B. The noise level at no point outside of the property line or temporary construction area shall not exceed 85 dBA. No equipment violating these standards will be allowed to operate.

In no case shall the Contractor's operations violate the noise ordinance (Chapter 16) of the City Code.

## **11. PROSECUTION AND PROGRESS**

### **11.1. PROGRESS SCHEDULE**

The bidder's attention is directed to the provisions of Section 8 of the Standard Specifications, and these Specifications, all of which are applicable to this Contract, except that it shall be the bidder's responsibility to contact the utility companies and to determine for itself what, if any utility construction, removal, alteration or relocation work might delay or otherwise affect its operations under this Contract, and the Contractor shall not be entitled to any compensation for such delay or effect, except that time extensions may be granted, at the option of the Director of Public Works, as provided for in the Standard Specifications.

Prior to beginning work, the Contractor shall submit to the Director of Public Works for approval a detailed construction schedule for accomplishing the Work within the time allowed.

The detailed construction schedule shall include evidence of a capable work force, availability of construction materials and ability to prosecute the Work diligently to completion.

As a minimum, the construction schedule shall identify all major tasks necessary to complete the Work, shall indicate when each such task will be started and how many working days will be used in completing it, shall indicate the time relationship among the activities, and shall indicate the amount of each Contract item that will be completed after each 10% increment of Contract time has elapsed.

Whenever performance falls behind the approved construction schedule rates, the Contractor shall, by the next day, submit to the Director of Public Works for approval, a revised construction schedule indicating how the remaining work will be completed within the remaining time.

The Contractor shall also submit to the Director of Public Works each Friday a detailed plan and schedule for the proposed construction during the following week.

If and when the Director of Public Works determines that the Contractor will exceed the Contract time allowance, plus approved time extensions, the Director of Public Works shall suspend further payments due the Contractor until such time as the revised construction schedule is approved and the Contractor demonstrates satisfactory progress in accordance with the approved revised schedule.

Full compensation for providing, updating, and revising the project schedule shall be considered as included in the contract unit prices paid for the various items of work required to be listed in the progress schedule and no further compensation will be made therefor.

### **11.2. START OF WORK AND TIME OF COMPLETION**

The Contractor shall mobilize within the time frame set forth in the Notice to Proceed and the Special Provisions. Entire contract shall be completed within the time set forth in the Notice after Contractor's receipt of said Notice.

### **11.3. LIQUIDATED DAMAGES**

Liquidated damages will be assessed as noted in the Special Provisions for each working day any work remains incomplete beyond the time fixed above for completion.

#### **11.4. ADJUSTMENT AND PRESERVATION OF UTILITIES**

This section is supplemental to the Standard Specifications. In case of conflict, these conditions shall govern insofar as applicable.

It shall be the sole responsibility of the Contractor to pothole and verify the exact locations and depths of all utilities prior to making borings or excavations. Power poles and overhead wires shall be protected. Call Underground Service Alert (USA) at 1-800-227-2600 prior to any digging.

The Contractor shall notify Director of Public Works of Contractor's findings in writing where possible conflicts may exist. The Contractor shall bear full responsibility for all damages and cost of repairs to existing utilities and surface improvements that are to remain or not in direct conflict. If any utilities or improvements, including sprinklers, are damaged during the course of construction, all expenses, or whatever nature, arising from the restoration of improvements to its original conditions shall be borne by the Contractor, and no additional compensation shall be allowed therefor.

Any damaged, broken or cracked utility boxes must be brought to the attention of the Public Works Inspector prior to construction or the Contractor shall assume liability for the damaged boxes.

Unless otherwise indicated on the drawings or specified herein, the Contractor shall maintain in service all water, gas, and sewer lines and any lighting, power, and telephone surface and sub-surface structures of any nature that may be affected by the work.

If the Contractor fails to maintain and protect such facilities, the City of Pacifica reserves the right, if requested by the owners of the utilities, to permit the Owner to move or maintain the utilities at the Contractor's expense. Should it become necessary in the performance of the Work to disconnect or re-route any underground utility due to a direct conflict with the new work, Contractor shall inform respective utility company involved.

#### **11.5. WORKING HOURS**

Hours of work shall be as specified in the Special Provisions. Other hours must be specifically approved by the Director of Public Works.

#### **11.6. SUPERVISION**

The Contractor shall have a qualified superintendent on the job site at all times when work is in progress. Contractor shall submit Superintendents name and resume of experience to the Director Public Works for approval at pre-construction meeting.

#### **11.7. PRE-CONSTRUCTION CONFERENCE**

The Contractor shall arrange for a pre-construction conference meeting with the Director of Public Works. This meeting shall be held at least one (1) week before the Contractor intends to start construction. At the pre-construction conference, the Contractor shall provide the Director of Public Works with the name(s) and telephone number(s) of Contractor's personnel who can be reached and who can respond during non-working hours in the event of an emergency or other contingency requiring the Contractor's immediate attention.



## 12. MEASUREMENT AND PAYMENT

### 12.1. MEASUREMENT AND PAYMENT

A. *Payment for Increased or Decreased Quantities.* Should there be any variance between the estimated amount of the work to be done and the actual amount of authorized work performed, the provisions of Section 4 of the Standard Specifications, which provide for an adjustment of the unit price by reason of overruns or underruns in excess of 25% of the Director of Public Works estimate, shall apply.

It is the Contractor's responsibility to continually analyze and apply the estimated quantities provided in the Contract Documents and to use the knowledge gained from site visits, construction, and professional experience, to update the estimated quantities as the work progresses. If and when the Contractor reaches 90% of the estimated quantities of materials required for any portion of the work as specified in the Plans and Specifications and has any reasonable belief that the Contractor will be required to exceed those estimated quantities by more than 10%, the Contractor shall provide written notice to the Owner of the possibility and the estimated quantities required to complete the work. If the Contractor fails to provide that written notice before delivering materials in excess of the originally estimated quantities, the Contractor shall not be entitled to any additional compensation or payment for the additional work or materials needed for the additional materials above 110%, but nevertheless shall be required to complete the Work.

B. *Progress Payments.* On or before the 20 th day of each month, the Contractor shall prepare and forward to Owner an estimate, in writing, of the total amount of the work completed in place, and the value thereof as of the 15th day of each month.

The Owner shall retain 5% of such estimated value of the Work completed in place, unless otherwise approved by the Engineer, and shall pay to Contractor, while carrying on the work, the balance not retained, as afore said, after deducting therefrom all previous payments, and all sums to be kept or retained under the provisions of this Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. Work completed in place, as estimated, shall be an estimate only, and no inaccuracy or error in said estimates shall operate to release the Contractor or any Surety from damages arising from such work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment estimates processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction concerning the work or any portion thereof given by Owner or the Director of Public Works shall remain un-complied. In addition to the amount which Owner may retain, as provided herein above, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of the Work on the Project under this Contract;
2. For defective work not remedied;
3. For failure of the Contractor to make proper payments to any of the Contractor's subcontractors;

4. A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
5. Costs to the Owner resulting from failure of Contractor to complete the Work within the proper time;
6. Damage to other work on property;
7. Potential liquidated damages.

Whenever the Owner shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor shall be given the Contractor, and when the Contractor shall remove the grounds for such withholding, the Owner will promptly pay the Contractor the amount so withheld.

*C. Progress Payment Requests.* Pursuant to Public Contracts Code §20104.50, the Owner will promptly process all requests for progress payments pursuant to this Contract. As to any undisputed payments that are made more than 30 days after receipt of an undisputed and properly submitted payment request from the Contractor, the Owner will pay interest equivalent to the legal rate set forth in Code of Civil Procedure §685.10. This section shall not apply to progress payments received between July 1 and August 1 which may take up to an additional 6 weeks to process payments.

*D. Acceptance of the Work and Final Payment*

1. The final payment for the Work done under this Contract shall be made 60 calendar days after acceptance of the Work by Owner.
2. Owner shall deduct from the final payment for the Work done under this Contract any unpaid fees for business licenses required in conformance with Section 1-1.05 of these Specifications.
3. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Director of Public Works shall promptly make such inspection, and when the Director of Public Works finds the Work acceptable under this Contract and this Contract fully performed, the Director of Public Works shall promptly issue a final certificate to Governing Body or Owner, stating that the Work provided for in this Contract has been completed and is accepted by the Director of Public Works under the terms and conditions thereof.
4. Acceptance of the Work will be made by the Governing Body of Owner only upon filing with said Governing Body of a certificate by the Director of Public Works showing the Work has been given a final inspection and approval by Director of Public Works and that Contractor has submitted satisfactory evidence to the Director of Public Works that all payrolls, material bills and other indebtedness connected with said work have been paid. The acceptance will be made only by action of the Governing Body of Owner to regular session.
5. If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Director of Public Works so certifies, Owner shall, upon certificate of the Director of Public Works, and without terminating this Contract, make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
6. The acceptance by Contractor of said final payment shall constitute a waiver of all claims against the Owner arising under this Contract.

*Submission of Requests for Payment / Invoices.* The Contractor shall submit all original requests for payments or invoices directly to the Owner as follows: City of Pacifica Department of Public Works,

Attn:Raymund Donguines

Senior Civil Engineer

540 Crespi Drive

California 94404

*Void Contract Provisions.* Payment of undisputed contract amounts by the Owner are contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

*Damages.* Any provision in the Contract which limits the Owner's liability to an extension of time for delay for which the Owner is responsible and which delay is unreasonable under contemplation of the circumstances involved, and not within the parties' control, shall not be construed to preclude the recovery of damages by the Contractor or subcontractor. This section shall not be construed to void any provision in this Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

## **13. SPECIAL PROVISIONS**

### **13.1. SPECIFICATIONS AND PLANS**

#### **General**

Wherever in these Specifications the term "Standard Specifications" is used, it shall mean the 2021 Greenbook: Standard Specifications for Public Works Construction, except as specifically noted in the Technical Specifications. In case of conflict between the State of California Standard Specifications and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions. Any item not covered in these Specifications shall be performed in accordance with the appropriate section of the Standard Specifications.

#### **Special Provisions**

Special Provisions Sections entitled "Specifications and Plans through Description of Work" shall apply to all elements of the project. Full compensation for furnishing all labor, materials, tools, equipment and all incidentals for doing all the work involved in compliance with the Plans, Specifications, and Special Provisions shall be deemed included in the price paid for the various other contract bid items and no additional compensation shall be allowed therefore.

### **13.2. PROPOSAL REQUIREMENTS AND CONDITIONS**

#### **Proposal Guaranty**

The Bidder's Bond shall conform to the bond form included in the Proposal for the project and shall be properly filled out and submitted with the Proposal.

#### **Pre-Bid Site Inspection**

As noted in the City of Pacifica Standard Plans and Specifications, prospective bidders shall carefully examine the job-site. The submission of the bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to character, quality, and scope of work to be performed, the quantity of materials to be furnished, and as to the requirements of the proposals, plans, specifications, and the contract. All questions relative to this project must be submitted in writing and received a minimum of five (5) working days prior to the bid opening date and shall be directed through the City's [eProcurement Portal](#).

### **13.3. AWARD AND EXECUTION OF CONTRACT**

#### **Determination of Low Bid**

All bids will be compared on the basis of the Bid Form of quantities of work to be done. The determination of the low bid will be based on the total base bid plus all additive alternates. The contract will be awarded to the lowest responsible bidder meeting the contract requirements.



The bidder's attention is directed to the provisions in Section entitled, "Award and Execution of Contract," of the City Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid Protests must be submitted in writing before 5:00 p.m. before the seventh (7th) calendar day following bid opening and to be delivered to the following:

City of Pacifica, Public Works Department  
540 Crespi Drive, Pacifica, CA 94404  
Attention: Lisa Petersen, Director of Public Works  
Telephone: (650) 738-3767  
Fax: (650) 738-3003

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the City so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Notice of Award. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: City of Pacifica, Department of Public Works, 540 Crespi Drive, Pacifica, CA 94404.

#### **Pre-Construction Conference**

A pre-construction conference will be held shortly after the contract award in accordance with "Meetings" subparagraph found in Section 8-1.07, "Pre-Construction Conference," of the City Standard Specifications and Section 10-1, "General Construction Requirements," of these Special Provisions. The Contractor shall prepare in advance the proposed progress schedule in accordance with Section 8-1.01, "Progress Schedule" of the City Standard Specifications and Section 10-1 of these Special Provisions, and a traffic control plan in accordance with Section 10-2, "Traffic Control Requirements" of these Special Provisions.

### **13.4. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

#### **General**

Attention is directed to the provisions in Sections entitled "Beginning of Work", "Time of Completion", and Section entitled, "Liquidated Damages," of the Standard Specifications, and these Special Provisions.

#### **Time of Completion**

The Contractor shall begin work as stipulated in the Notice to Proceed. The Contractor shall diligently prosecute the work to completion before the expiration of Twenty (20) working days after the date of the first working day. The time of completion shall include all allowances for mobilization and total completion of all work including final punch list work and final clean up.

#### **Liquidated Damages**

Time is of the essence for completion of this project. The Contractor shall pay to the City of Pacifica the sum of 1,400 per day for each and every calendar day's delay in the finishing of the work in excess of working days prescribed above. Liquidated damages shall also be assessed for non-compliance with the requirements stated in "Hours of Work" under Section 10-1, "General Construction Requirements," of these Special Provisions, and Section 10-2, "Traffic Control Requirements."

### **13.5. GENERAL REQUIREMENTS**

#### **Licenses**

The Contractor shall possess a valid Class A at the time the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license at the time of bid and forfeiture of the bid will result. All contractors and subcontractors shall have and maintain a current and valid contractor license of the required classification from the State of California throughout the course of this project. In addition, all contractors and subcontractors working in the City of Pacifica must have a valid City of Pacifica Business License.

#### **Worker's Compensation**

Attention is directed to Section entitled "Workers' Compensation," of the Standard Specifications and the following:

Before commencing work in the City of Pacifica the Contractor must provide the City with a copy of one of the following:

1. Certificate of Worker's Compensation Insurance; or
2. Certificate of consent to self-insure issued by the Director of Industrial Relations; or
3. Certificate of exemption from the Workers' Compensation Laws.

#### **Insurance Requirements**

Attention is directed to Section 7-1.09, "Insurance Requirements," of the City Standard Specifications and Agreement. The Contractor agrees that they will assume sole and complete responsibility for job site conditions during the course of the work, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours.

In addition to any other indemnity obligation incorporated herein, the Contractor shall indemnify, defend and hold harmless City, its agents, officers, attorneys. Employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages arising out of or related to, or alleged to arise out of or relate to the performance of this contract or any acts or omissions of Contractor, its agents, officers, employees, or anyone rendering services on their behalf, except for any

claims, causes of action, injuries, losses, liabilities or damages proximately caused by the active negligence, sole negligence or willful misconduct of City.

Notwithstanding any other indemnity provisions imposed under this contract, with respect to any design professional services provided by the Contractor, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all claims, actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by, pertaining or relating to, or arising out of, or alleged to have been caused by or arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of City. The City shall not be liable for acts of the Contractor in performing services described herein.

The foregoing indemnity provisions are intended to fully allocate all risk of liability to third-parties. No other rights of indemnity or contribution shall exist between the parties in law or in equity. The provisions set forth in this section shall survive the termination of this Agreement.

### 13.6. Public Safety

The following paragraphs are hereby added to Section entitled "Public Safety," of the Standard Specifications.

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, maintenance of barricades, maintenance of safe pedestrian walkways and handicap access throughout or around the project site, and maintenance of pavement within the limits of the roadway and driveways with a suitable traffic-bearing surface. The Contractor shall fulfill the requirements of this Section 24 hours per day, seven days a week, including holidays, from the time of the Notice to Proceed is issued until the project is formally accepted.

### 13.7. Labor Nondiscrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

### 13.8. NONDISCRIMINATION CLAUSE

- During the performance of this contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race,

religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### 13.9. STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

These specifications are applicable to all state Contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

a. Administrator” means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing or any person to whom the Administrator delegates authority;

b. “Minority” includes:

(i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

(ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);



(iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

(iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

5. In order for the non-working training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps (a) through (e) below:

a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the Contractor's employees are assigned to work. The Contractor shall

specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment.

b) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

c) Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.

d) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

7. The Contractors are encouraged to participate in voluntary associations, which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority.

9. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.

10. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.

11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.

12. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. References: Section 12990, Government Code.

### 13.10. Prevailing Wage

Attention is directed to Section of the Standard Specifications entitled "Prevailing Wage," and as determined/published by the Department of Industrial Relations for the State of California – as indicated in the [DIR website](#):

If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rate expires during the life of this contract, such wage rate shall apply to the balance of the contract.

### **Payroll Records**

The Contractor shall comply with Section 7-1.02K(3), "Certified Payroll Records" of the 2021 Standard Specifications. It shall be amended to include:

Certified payroll records shall be submitted weekly for the life of the project to a representative of the body awarding the contract.

### **13.11.CONTROL OF WORK**

#### **Record Drawings**

The Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations, which may vary from the plans represented on the Original Contract Documents including buried or concealed construction and utility features which are revealed during the course of construction. The Contractor shall keep and maintain the said records and submit a monthly updated set of Record Drawings to the Engineer. Progress payments may be withheld until the Contractor submits the monthly updated Record Drawing to the Engineer. No final payment will be made until the record drawings are delivered.

#### **Materials Testing**

Materials testing shall be done in accordance with the project plans and specifications. Attention is also directed to the 2021 Greenbook: Standard Specifications for Public Works Construction, portions of which are incorporated into the City Standard Specifications by reference.

The Contractor shall allow sufficient time for test to be conducted and results reviewed prior to continuing with the work, which may be affected by any test results.

Payment for compliance with Section entitled, "Control of Work," shall be deemed included in the various other items of work and no additional compensation shall be allowed therefore.

### **13.12.CLAIMS**

#### **General**

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim specified in the Standard Specifications and these Special Provisions.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 10 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. City may request additional information from Contractor regarding the Contractor's claim which shall be provided to the City within 10 days of the request. If the Contractor fails to provide notice as stipulated in this section, the Claim will be considered invalid, and no compensation will be allowed therefore.



It is the intention of this Section that differences between parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

In addition to the written notice of potential claim, the Contractor shall submit written statement of all claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth (30th) day after receiving the proposed final estimate. If the thirtieth (30th) day falls on a Saturday, Sunday, or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement or claims, nor will any claim be allowed as to which a notice or protest is required under these provisions in Section 4-1.03, "Changes" and "Time of Completion," Section 4, "Liquidated Damages," Section 5-1.116, "Differing Site Conditions," Section 8-1.10, "Utilities and Non-Highway Facilities," and Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications unless the Contractor has complied with the notice or protest requirements in those sections.

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of the claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Engineer no later than the fifteenth (15th) day after receipt of the written request from the Engineer. If the fifteenth (15th) calendar day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit the information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

---

(Name)

---

(Title)

---

(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

State of California )

) ss.

County of \_\_\_\_\_)

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Signature of Notary Public (Notary Seal)

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

The Engineer will make the final determination of any claim which remains in dispute after completion of the claim review. The Contractor may be allowed to make a presentation in support of those claims.

Upon final determination of the claims, the Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the City will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors" of the Standard Specifications.

### **13.13. MATERIALS**

#### **City Furnished Materials**

No materials will be furnished by the City for Contractor's use on this project.

#### **Submittals**

The Contractor shall submit to the Engineer the following at least three (3) working days before the pre-construction conference:

1. Construction Schedule
2. Traffic Control Plan
3. Materials Submittals
4. Storm Water Pollution Prevention Plan (SWPPP)
5. Notice to Residents, Businesses, and Schools (draft form)

All submittals listed above must be received and processed by the Engineer prior to the issuance of the Notice to Proceed. Any exceptions or rejected submittals will be remedied and resubmitted for the Engineer's review prior to the issuance of the Notice to Proceed. Payment for compliance with Section 8, "Materials," shall be deemed included in the various other items of work and no additional compensation shall be allowed therefore.

#### **Materials Submittal List**

The materials proposed by the Contractor to be used on this contract shall be submitted for approval to the Engineer three (3) working days before the pre-construction conference.

The Contractor shall submit one (1) set of original submittals to the Engineer for approval electronically in PDF format. Submittal shall follow the numbering system identified in the list below.

Submittals and support information shall be separated and clearly labeled when submitted to the Engineer for approval. The submittal list supplied is intended to be comprehensive, but no claim for its completeness is implied and submittal of the complete list will not relieve the Contractor of supplying all

the information needed or of complying with any of the other requirements of the plans or specifications. Revised lists may be issued and items may be added to the list supplied.

Manufacturer's specifications shall be supplied along with submittal list for all applicable products on the list.

Certificates of Compliance shall be submitted in accordance with Section 6-1.07, "Certificates of Compliance," of the Standard Specifications including the individual material specification of these Special Provisions.

Submittals shall contain:

1. The date of submission and the dates of any previous submissions, including identification of revision or re-submittals.
- 2.. The Project title and number.
3. Contractor identification, names of subcontractors, suppliers and manufacturers.
4. Specification Section number(s) and Bid Item(s) which pertain.
5. Applicable standards, such as ASTM, Federal, or State Specification numbers. Certified test results indicating performance of materials/products with regard to Specification requirements.
6. A 5"x 3" blank space for Engineer's stamp.
7. The Contractor is required to initial or sign the submittal, certifying the review of submittals and verification of products, field construction criteria, and coordination of the information within the submittal and the project plans and specifications.

The General Contractor shall be required to review and approve all submittals and provide them signed as evidence thereof, prior to submitting to the Engineer for review. Submittals that are not signed by the General Contractor will be rejected. Submittals shall be numbered consecutively.

The preparation of plans, drawings, and necessary documents, as required by the following submittal lists, shall be considered as part of the requirements of other items of work and no additional compensation shall be allowed therefore.

The Engineer reserves the right to reject any item that does not fulfill the requirements of these plans, the Standard Specifications, and the Special Provisions.

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified in the Materials Submittal List Table below. If so requested, the Contractor shall provide the Engineer with four (4) copies of any additional submittal.

Payment for compliance with Section 8, "Materials," shall be deemed included in the various other items of work and no additional compensation shall be allowed therefore.



### **13.14.SUBMITTAL LIST**

See Attachment E.

### **13.15.DESCRPTION OF WORK**

#### **Description and Location(s) of Work**

ADA compliant trail and miscellaneous related work.

#### **Locations of Work**

See Project Plans.

## **14. TECHNICAL SPECIFICATIONS**

### **14.1. Technical Specifications (Author)**

The technical specifications contained herein have been prepared by or under the direction of the following registered persons: Ed Slintak

### **14.2. TECHNICAL SPECIFICATIONS**

See Attachment A.

## 15. PRICING PROPOSAL

**TABLE 1**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS		
2	Storm Water Pollution Control Program	1	LS		
3	Earthwork (Excavation & Hauling)	1	LS		
4	ADA Handrails	1	LS		
5	HMA Pavement - 3" Thick	40	TON		
6	Redwood Header	700	LF		
7	Root Planing	1	LS		
8	Tree Protection	1	LS		
<b>TOTAL</b>					

## 16. VENDOR QUESTIONNAIRE

### 16.1. UNIT PRICE SCHEDULE\*

Pursuant to and in compliance with your Notice to Contractors and the Contract Documents relating to the Project including Addenda, our firm having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, and having inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the Contract Documents, and that Contractor will take in full payment therefore the amounts shown on the unit price schedule (pricing table) included herein.

☐ Please confirm

\*Response required

### 16.2. RESERVATION\*

#### **RESERVATION**

It is understood that the Owner reserves the right to reject this bid, but that this bid shall not be withdrawn for a period of 60 days from the date prescribed for its opening. PLEASE CONFIRM

☐ Please confirm

\*Response required

### 16.3. SUBCONTRACTORS

Provide complete and entire list of subcontractors to be employed in the performance of this work. Provide detailed information to include:

Subcontractor Name and Address

Division of Work

Cost of Work

DIR#

CSLB #

### 16.4. DISCLOSURE\*

The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or

indirectly sought by agreement, communication or conference with anyone to fix his/her bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Pacifica or anyone interested in the proposed Contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or material person through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

☐ Please confirm

\*Response required

#### 16.5. CERTIFICATION\*

The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Contractors and Information for Bidders published by Owner and pertaining to the work described in this bid.

☐ Please confirm

\*Response required

#### 16.6. BID GUARANTEE\*

Accompanying this bid is the required bid guarantee in an amount equal to at least 10% of total of the bid, naming the Owner as Obligee or Payee, as applicable.

Original Bidder's Bond with surety seal, cashier's check, certified check or cash must be MAILED and postmarked no later than date of bid.



City Clerk,  
540 Crespi Drive,  
PACIFICA, CA 94044.

☐ Please confirm

\*Response required

### 16.7. Company Principals\*

Please upload a document providing the names of all persons interested in the foregoing bid as principals.

#### **IMPORTANT NOTICE:**

If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth below, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his/her signature shall be placed below.

\*Response required

### 16.8. Provide your DIR number\*

Please enter your firm's Department of Industrial Relations (DIR) Registration Number

\*Response required

### 16.9. CSLB License \*

Please upload copy/copies of your firm's CSLB License(s) required for this project.

\*Response required

### 16.10. LICENSE CONFIRMATION\*

The undersigned is licensed in accordance with State Law providing for the registration of Contractors,

No payment for work or material under this Contract will be made by Owner unless and until the Owner receives verification from the State Registrar of Contractors that the records of the Contractor's State

License Board indicate the successful bidder was properly licensed at the time the Contract was awarded.

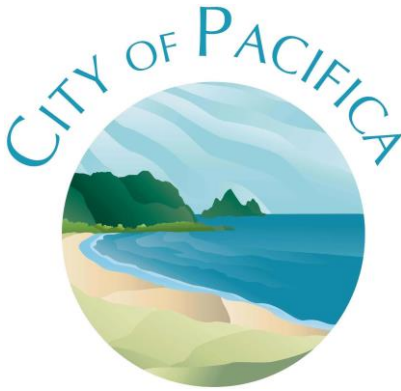
Any bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, an appropriate disciplinary action by the Contractor's State License Board.

In addition, failure of the bidder to obtain and maintain proper and adequate licensing for the Contract shall constitute a failure to execute or perform this Contract and shall result in the forfeiture of the security of the bidder. The representations made herein are under penalty of perjury.

I declare under penalty of perjury that I have the authority to execute this bid form and that the foregoing is true and correct.

☐ Please confirm

\*Response required



# **CITY OF PACIFICA**

## **FRONTIERLAND PARK ADA IMPROVEMENTS**

### **Part IV**

### **Technical Specifications**

The technical specifications contained herein have been prepared by or under the direction of the following registered persons.



Edward Slintak, PE RCE No. C039925      Stamp/Exp.12/31/23      Date 8/9/23  
CSG Consultants, Inc.

The bid items listed in the Bid Proposal are not intended to be exclusive descriptions of all the work necessary to complete the project scope, and as such, the Contractor shall determine, segregate and include pricing for each bid item the cost for furnishing and/or installing materials, tools, equipment, labor and other incidentals necessary to complete all of the work, complete in place as described by the Contract Documents.

## **I. MOBILIZATION**

### **PART 1- GENERAL:**

Shall include all work necessary for project administration and coordination; establishing temporary office space, storage and staging areas; site protection, provision of power, communications, and temporary utility connections; personnel, equipment, supplies, materials, and incidentals to the project; cleanup, site restoration, demobilization and all other items required by the plans and specifications which are not included in other bid items of work.

Mobilization shall include the work required to prepare the site for construction operations, including, but not limited to placing temporary fencing, barricades or other necessary safety and warning devices required for the proper execution of the contract.

Mobilization shall include demobilization and restoration for existing improvements to a condition equal to or better than their condition before the start of the project. This shall include the repair of fences or other improvements and repair of irrigation systems caused by the contractor's operations.

### **PART 2 – MATERIALS**

None

### **PART 3- EXECUTION:**

Contractor shall provide temporary fencing and barricades if needed and as appropriate to secure the area. Provide plywood covers or steel plates in traffic areas to protect excavations during non-work hours.

Any damage to existing improvements such as driveways, lined ditches, parking lots, walkways, existing fencing, etc. shall be repaired to the satisfaction of the City.

### **PART 4 - MEASUREMENT AND PAYMENT**

The contract lump sum price paid for the bid item, "**Mobilization**" shall include full compensation for all costs relating to the mobilization and demobilization of manpower and equipment and other incidentals as specified in this section, complete in place and no additional compensation shall be allowed therefore.

The Contract lump sum price for "Mobilization should not exceed ten percent (10%) of the total base bid contract price. Any amount bid on the bid schedule in excess of ten percent (10%) shall be withheld from payment until the completion of project, to be paid as part of the final payment.



## **II. TRAFFIC CONTROL**

### **PART 1 - GENERAL**

Lane closures, road closures, parking lot closure and traffic control shall conform to the provisions in the California Manual on Uniform Traffic Control Devices (CA-MUTCD), latest edition.

### **PART 2 – MATERIALS**

A traffic control plan showing the road closure and all required traffic control devices shall be submitted to the City Engineer for review and approval prior to traffic being obstructed or impeded. Construction site management / Staging plans shall be submitted for review and approval at least 10 days prior to start of construction.

### **PART 3 - EXECUTION**

Barricades with signs indicating No Pedestrian Access shall be placed at the beginning and end of the walkway as part of the traffic control plan.

### **PART 4 - MEASUREMENT AND PAYMENT**

Payment for work required under, Traffic Control – Construction Site Management / Staging including full compensation for all costs related to providing adequate traffic control for vehicular, pedestrian traffic, and construction site management throughout the project duration, complete in place shall be included in the prices bid for other items of work and no additional compensation shall be allowed therefore.

### **III. STORMWATER POLLUTION AND EROSION CONTROL**

#### **PART 1 – GENERAL**

The goal of these following requirements is to prevent the pollution of storm water runoff on construction projects by keeping pollution out of storm drains and creeks, reducing the exposure and discharge of materials and wastes to storm water, and by reducing the erosion and sedimentation. Storm drains discharge runoff directly to creeks and the bay without treatment. Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit it for review. Contractor shall install, maintain, and ultimately remove all stormwater erosion control elements.

##### **1.01 WORK INCLUDED**

Install erosion control measures (silt fence and erosion control matting) where shown on SWPPP (or as directed in the specifications for the various items of work) to prevent sediment-laden runoff from migrating into creeks and public storm drain system.

Prohibit illicit discharge (non-rainwater) into the storm drain system.

Construct, inspect and maintain any and all necessary systems to eliminate contaminants from entering the storm water system.

Clean up and control of work site materials, spoils and debris.

Removal of contaminants produced by the project.

After job completion, removal of systems installed by the Contractor to control contaminants from entering the storm water system.

The work shall include the provision of all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified.

##### **1.02 REFERENCES, CODES AND STANDARDS**

National Pollution Discharge Elimination System (NPDES), Municipal Regional Permit (MRP) No. CAS612008.

Best Management Practices Construction Handbook, California Stormwater Quality Association, latest version.

### **1.03 QUALITY ASSURANCE**

All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable storm water regulations and to implement Best Management Practices (BMPs) at all times. Training - All employees and subcontractors shall be trained on the storm water pollution prevention requirements contained in these Specifications. A supply of spill clean-up materials such as rags or absorbents shall be kept readily accessible on-site.

## **PART 2 - PRODUCTS**

Materials used (silt fence and others as needed) shall be in conformance with Caltrans' Construction Site Best Management Practices (BMP's) Manual, latest edition, or the CASQA Construction BMP Handbook, latest edition.

Silt Fence: Shall be of the standard type (moderate sediment loads), a woven geotextile with a minimum width of 36 inches. Fabric shall conform to the requirements of ASTM D6461.

Erosion Control Matting: Shall consist of natural materials only (no synthetic). Material shall be jute fiber, coconut fiber, curled wood fiber, straw, or a combination of these materials. All components of the mat (netting, sewing, or adhesive) shall be made of natural materials.

## **PART 3 – EXECUTION**

### **3.01 SILT FENCE INSTALLATION**

Install silt fence where shown on SWPPP, and where needed to prevent sediment-laden runoff from entering public waterways. Silt fence should be installed prior to the start of excavation or soils disturbance of whatever nature and shall remain in place until the disturbed areas are permanently stabilized.

Silt fence shall be installed along a level contour, so that the stormwater is not allowed to pond more than 1.5 feet at any point along the silt fence.

Turn the ends of the silt fence up-hill to prevent the runoff from flowing around the fence.

The "Traditional Method" installation guidelines of the CASQA Construction BMP Handbook, SE-1 shall be followed.

### **3.02 EROSION CONTROL MATTING INSTALLATION**

Install mat where disturbed slopes exceed 3:1 (or as directed elsewhere in these specifications or on plan), and where needed to prevent sediment-laden runoff from entering public waterways. Mat should be installed immediately after the backfilling is complete and final slope established.

Mat shall be installed along all of the disturbed area and secured in place with wire staples. Wire staples shall be minimum 11 gauge steel wire and should be U-shaped with 8" legs and 2" crown.

Mat shall be anchored a minimum of 18" beyond the top of slope in a 6" deep by 6" wide trench. Backfill trench and tamp earth firmly.

The CASQA Construction BMP Handbook, detail EC-7 shall be followed for materials and installation.

### **3.03 RECYCLING**

At the end of each working day, all scrap, debris and waste material shall be collected and materials disposed of properly.

Dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths shall be disposed of in approved waste collection.

Dumpsters shall be inspected for leaks. As leaks are detected, the trash hauling contractor shall be contacted to replace or repair dumpsters that leak.

Water from cleaning dumpsters shall not be discharged on-site.

Regular waste collection shall be arranged for before dumpsters overflow.

### **3.04 HAZARDOUS MATERIAL/WASTE MANAGEMENT / MATERIALS MANAGEMENT**

Designated areas of the project site shall be proposed by the contractor for approval by the Engineer suitable for material delivery, storage and waste collection as far from catch basins, gutters, drainage courses and creeks as possible.

All hazardous materials such as pesticides, paints, thinners, solvents and fuels; and all hazardous wastes such as waste oil and antifreeze shall be labeled and stored in accordance with State and Federal regulations.

All hazardous materials and all hazardous wastes shall be stored 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 rainwater as a hazardous waste.

The contractor shall dispose of all excess thinners, solvents, chemicals, oil-based and water-based paint as hazardous waste.

Regular hazardous waste collection shall be arranged for to comply with time limits on the storage of hazardous wastes.

Granular materials shall be stored a minimum of ten feet from the closest catch basin and curb return. The contractor shall not allow these granular materials to enter the storm drain or creek

Warning signs shall be posted in areas containing or treated with chemicals.

An accurate up-to-date inventory, including Material Safety Data Sheets (MSDS) of hazardous wastes stored on site shall be kept and available to assist emergency response personnel in the event of a hazardous materials incident.

Maintenance and fueling of vehicles and equipment shall be performed in a designated, bermed area, or over a drip pan that will not allow run-off of spills. Vehicles and equipment shall be regularly checked and have leaks repaired promptly. Secondary containment shall be used to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

### **3.05 CHEMICAL USAGE**

When rain is forecast within 48 hours, or during wet weather, the Engineer may prevent the contractor from applying chemicals in outside areas.

Pesticides or fertilizers shall not be over-applied and material manufacturer's instructions shall be followed regarding uses, protective equipment, ventilation, flammability and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the San Mateo County Agriculture Commissioner.

### **3.06 DUST CONTROL**

Reclaimed water shall be used to control dust on a daily basis as directed by the Engineer.

At the end of each working day, or as directed by the engineer, the roadways and on-site paved areas shall be cleaned and swept of all materials attributed to or involved in the work. Streets shall not be washed down into a storm drain or creek in lieu of street sweeping. Water wash may be picked up by a vacuum unit

in lieu of sweeping.

### **3.07 SAWCUTTING**

The contractor shall cover, or barricade catch basins using control measures such as filter fabric, straw bales, sandbags and fine earthen dams to keep slurry out of the storm drain system. The contractor shall ensure that the entire opening is sealed.

Sawcutting debris and spoils be removed by shovel, absorption, vacuum or pick up of waste prior to moving to the next location or at the end of each working day, whichever is sooner.

If slurry enters a catch basin, the slurry shall be removed from the storm drain and the Engineer shall be notified immediately.

### **3.08 DEWATERING OPERATIONS**

Water shall be routed through a control measure as determined and approved by the Engineer such as a sediment trap, sediment basin or Baker tank to remove settleable solids prior to discharge to the storm drain system. Filtration of the water following the control measure may be required on a case-by-case basis.

The filtered water shall be reused for other purposes such as dust control or irrigation to the extent possible.

If the project is within an area of known groundwater contamination, the water from dewatering operations shall be tested prior to discharge. If the water meets the Regional Water Quality Control Board standards, it may be discharged into the storm drain.

### **3.09 CONCRETE GROUT AND MORTAR WASTE MANAGEMENT**

Concrete, grout and mortar shall be stored away from the drainage areas and ensure that these materials do not enter the storm drain system.

Concrete trucks shall not be washed out into streets, gutters, storm drains, drainage channels or creeks. The wash water must be disposed to a proper concrete washout area or self-contained by the ready-mix concrete truck, both methods shall remove and handle the wash water from the City limits.



### **3.10 PAVING OPERATIONS**

Catch basins and manholes shall be covered when paving or applying seal coat, tack coat, scrub seal, microsurfacing, and/or fog seal.

The Engineer may direct the contractor to protect drainage courses by using control measures such as earth dike, straw bale and sandbag to divert run-off or trap filter sediment.

Excess sand (placed as part of a sand seal or to absorb excess oil) shall not be swept or washed down into gutters, storm drains or creeks. The sand shall be collected and returned to the stockpile or disposed of in a trash container or hauled to an approved dump site. Water shall not be used to wash down fresh asphalt concrete.

### **3.11 PAINTING**

The cleaning of painting equipment and tools shall be performed in a designated area that will not enter the gutters, storm drains or creeks.

Wash water from aqueous cleaning of water-based paint tools and equipment shall be disposed of in a sanitary sewer or onto a designated dirt area.

Paint thinners and solvents from oil-based paints shall be filtered and re-used when possible. Waste sludge, thinner and solvent from cleaning tools and equipment shall be disposed of as a hazardous waste.

### **3.12 SITE CLEANUP**

The cleaning of equipment of materials shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning or equivalent methods.

All cleanup must be performed in a designated area that will not allow the cleaning rinse to flow off-site or into streets, gutters, storm drains, or creeks.

## **PART 4 - MEASUREMENT AND PAYMENT**

Contract unit lump sum price paid for “**Storm Water Pollution Control Program**” shall include full compensation for furnishing all labor, materials, tools, equipment, and all incidentals, and for doing all the work involved in preparation of a SWPPP in conformance with the State’s Construction General Permit, installation, maintenance and removal of all required elements and no additional compensation will be allowed therefore.

#### **IV. EARTHWORK**

##### **PART 1 - GENERAL**

Earthwork includes all labor, equipment, and materials to clear and grub existing vegetation, sawcut, excavate, shape, backfill, compact, import fill and/or remove excess material, as necessary to comply with the plans and specifications. Earthwork shall also include trench dewatering if water is present.

##### **PART 2 - MATERIALS**

Fill materials shall not be used without approval. The Contractor shall provide submittals on all material proposed and allow time for review by the City before acceptance.

Soil imported to the site and used for compacted fill shall be free of perishable organic materials, and shall meet the following requirements:

Physical: 100% passing the 4 inch size, 10 to 75% passing the No. 200 sieve. Plasticity Index of 12 maximum when tested in accordance with ASTM D4318.

Chemical: Salinity limit (EC<sub>e</sub>) saturation extract of 4.0 sodium (SAR) limit of less than 8.0.

Boron: Saturation extract concentration less than 1.0 ppm.

Contractor shall submit to the City Engineer the design and calculations for the sheeting, shoring and bracing system proposed. Said design and calculations shall be performed by a registered Civil or Structural Engineer as required by Cal/OSHA.

The Contractor shall prepare a Water Pollution Prevention Plan for the project. The Water Pollution Prevention Plan shall be submitted to the City Engineer at least one week prior to any excavation or earthwork. If the Water Pollution Prevention Plan is not accepted by the City Engineer, the Contractor shall not begin excavation or earthwork. The contractor shall follow all "best management practices" (BMP).

## **PART 3 – EXECUTION**

### **A. General**

Earthwork shall conform to "Dust Control and Cleanup" in the General Conditions, the Standard Specifications, and to the following sections of these Specifications.

The Contractor shall perform the work in such a manner as not to unnecessarily harm the undisturbed condition of the underlying or adjacent soils. When in the opinion of the City Engineer, natural soils or fill are damaged or disturbed by the operations of the Contractor, thereby precluding the utilization of the site as planned, the Contractor shall correct such damage or disturbance. Corrections shall be as directed by the City Engineer and may include, but not be limited to, the removing of natural and fill foundation soils both laterally and vertically and replacing with compacted fill to the required grades or the construction of alternative methods of support. The cost of any such repair, rehabilitation or modification shall be borne by the Contractor.

The City Engineer will observe all excavations to proposed depths, the clearing and grubbing of material from the site and the placing and compaction of all fill materials and other earthwork related operations specified in the Contract Documents. The Contractor shall notify the City Engineer least forty-eight (48) hours in advance of the beginning of operations which require inspection or approval.

### **B. Excavation, Clearing and Grubbing**

Final grade shall conform to the lines and grade shown on the drawings.

Unless otherwise noted, the Contractor shall remove all brush, trees, logs, stumps, roots, heavy sods, heavy growth grass, all decayed vegetable matter, fences and all structures as required to complete the work. The Contractor shall also remove all rock, stones, broken concrete and pavement, debris and all obstruction of any kind or character, whether natural or artificial, encountered in the work.

Material that is removed as herein before specified, and is not to be incorporated in the work, shall be disposed of offsite by and at the Contractor's expense in a manner acceptable to the City Engineer.

### **C. Unusual Materials in Excavations**

While digging trenches or excavating, the Contractor shall promptly, and before the following conditions are disturbed, notify the City and/or City Engineer, in writing, of any:

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

In the event that a dispute arises between the City Engineer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work; the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

D. Bypass Pumping and Trench Dewatering

All portions of the work shall be kept free of standing water at all times until the work specified is complete. The Contractor shall maintain uniform grades, construct ditches and/or provide and operate pumps as necessary to dewater and prevent flooding, erosion, softening of compacted surfaces and formation of mud in trenches and excavations. If ditches are required, they shall be constructed and maintained in a neat uniform shape. Contractor shall not under any circumstances conduct or pump water or allow water to be directed or flow toward other facilities or improvements on the site without approval of the City Engineer. The Contractor shall construct stilling basins or filtration as required to prevent silt and mud from entering the public drainage system as directed by the City Engineer.

E. Stockpile

Stockpiling of material on-site shall be accomplished with a minimum of disruption to non-parking areas of the park.

F. Finishing

After the completion of construction, the affected areas shall be returned to a condition that, in the opinion of the City Engineer, shall match the condition prior to the beginning of construction. The area shall be finished smooth and free of ruts or other construction marks, graded to drain and any existing ground cover damaged by construction operations shall be restored. Any disturbed improvements, such as landscape and planter areas, irrigation system components, fences, parking lot, or other items correlated to the present use of

the grounds, shall be restored to their original condition, or better and to their original position as directed by the City Engineer.

G. Unsuitable Material Open Trenches Prohibited

No trenches shall be left open during non-working hours. All open trenches at the end of the workday shall be completely covered using steel plates.

Provisions shall be made to direct and convey all surface runoff water in existing gutters or drainage channels.

H. Backfill and Compaction

Prior to pipe laying and placing of trench backfill, the Engineer shall inspect and approve the condition of the trench.

Where the term "compaction" is used herein, it is defined as relative compaction and refers to the in-place dry density of the fill expressed by ASTM D-1557, latest edition. The City Engineer may test all compacted materials.

Fill shall be placed in lifts not exceeding 8 inches in uncompacted thickness. The Contractor shall adjust the water content of the fill material to an amount that will enable the specified degree of compaction to be attained in each lift. Each lift shall be thoroughly mixed before compaction to ensure a uniform distribution of water content.

Jetting and/or flooding for compaction shall not be allowed. All backfill including trench backfill shall be compacted in 8-inch maximum lifts during placement.

I. Slope Stabilization and Erosion Control

If any chance of rain is forecasted by the National Weather Service prior to the completion of the work, straw bale and additional silt fence barriers shall be placed to reduce overland flow velocities and trap sediment.

J. Cleanup

Upon completion of construction operations, the entire work site, including all catch basins, inlets and other structures shall be thoroughly cleaned of dirt, rubbish, debris and obstructions of any kind to the satisfaction of the City Engineer.

Other unsuitable and surplus materials remaining upon completion of the work shall become the property of the Contractor unless otherwise specified herein or noted on the plans, and shall be removed from the work site by the Contractor and disposed of in a lawful manner to the satisfaction of the City and/or City Engineer.

## **PART 4 - MEASUREMENT AND PAYMENT**

In the event that the material found is hazardous, any additional compensation necessary beyond what it would take to dispose of non-hazardous material, will be negotiated and paid by change order.

The contract lump sum prices paid for “**Earthwork (Excavation and Hauling)**” shall include full compensation for performing the full scope of work, including removal of existing asphalt pavement or other surfacing, excavation, disposal, import fill, grading and compaction.

Compensation for all other work required under this Earthwork Technical Specifications Section shall be included in the price paid for other individual items of work and no additional compensation will be allowed, therefore.



## **V. ASPHALT CONCRETE**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

Work shall consist of replacing existing asphalt pavement and constructing new pavement on the pedestrian pathway.

#### **1.02 REFERENCE STANDARDS**

State Standard Specification, Section 39

#### **1.03 SUBMITTALS**

##### **A. Job Mix Formula (JMF):**

1. Proposed JMF on form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. Materials Safety Data Sheets (MSDS) for:
  - a. Asphalt Binder

Review of the JMF by the Design Engineer may take up to ten business days after receipt of a complete submittal.

- ##### **B. Materials suppliers' certificates of compliance in conformance to the requirements of this section.**
- ##### **C. Certified plant load out slips for each load of material delivered to site shall be submitted to the Inspector upon delivery.**

### **PART 2 – MATERIALS**

#### **2.01 AGGREGATE**

Type A or B, 3/8-inch maximum size, medium grading, Section 39 of the State Standard Specifications.

#### **2.02 ASPHALT BINDER**

Asphalt Concrete Pavement: Grade PG 64-10 or PG 64-16, Section 92 of the State Standard Specifications.

### 2.03 PRIME COAT

Grade SC-70 liquid asphalt, Section 93 of the State Standard Specifications.

### 2.04 TACK COAT

Grade SS-1, SS-1h, CSS-1 or CSS-1h asphaltic emulsions, Section 94 of the State Standard Specifications.

### 2.05 AGGREGATE BASE

Class 2,  $\frac{3}{4}$  inch maximum aggregate base, See the Aggregate Base section of these special conditions and Section 26 – 1.02 B of the State Standard Specifications.

### 2.06 DIKES AND WATER BARS

Material shall conform to Section 39-2.01B(11) of the State Standard Specifications.

## **PART 3 – EXECUTION**

### 3.01 SAWCUTTING AND PAVEMENT REMOVAL

The depth, width and shape of the cut shall be as indicated on the plans or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the plans. The outside lines of the sawcut area shall be neat and uniform. The existing surfacing to remain in place shall not be damaged in any way.

### 3.02 SURFACE PREPARATION

- A. Compact the trench backfill as indicated on the plans and as specified.
- B. Place aggregate base as specified in Section 26 – 1.03 B of the State Standard Specifications.

### 3.03 PRIME COAT

Apply prime coat to the base course before placing asphalt concrete on bare subgrade at the rate of 0.15 to 0.25 gallons per square yard. Blot any excess with sand.

### 3.04 TACK COAT

Completely coat all surfaces of existing pavement before placing asphalt concrete on or against them.

### 3.05 ASPHALT CONCRETE PAVEMENT

- A. Construction Process: Standard.
- B. Minimum Temperature: The minimum temperature of asphalt concrete delivered to the site shall be at least 250° F, and no more than 370° F.
- C. Lift Thickness: Where the total thickness of asphalt concrete to be placed is greater than 2-1/2", place in lifts of equal thickness, none of which shall exceed 2-1/2".
- D. Compaction: 92% minimum.

### 3.06 FINISH

The finished surface of trench resurfacing shall be smooth and match the adjacent surface of the existing pavement.

### 3.07 DIKES AND WATER BARS

Shall conform to the requirements of Section 39-2.01C(9) of the State Standard Specifications.

### 3.08 FIELD TESTING

The Owner may test compaction (Percent of maximum theoretical density) for each layer for each separate area in the placed.

### 3.08 CLEAN UP

Prior to allowing the public to access recently paved areas, remove all loose aggregate and blot up any excess oil.

## PART 4 – MEASUREMENT AND PAYMENT

The contract per ton price paid for the bid item, **“Hot Mix Asphalt Pavement – 3” Thick”** shall include full compensation for all costs related to furnishing and placing asphalt pavement as shown on the Plans, as specified in the State Standard Specifications, City of Pacifica Standard Specifications and these Special Provisions and no additional compensation will be allowed therefore.

## **VI. REDWOOD HEADER**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

The redwood header shall be installed in locations shown on the approved plans, directed by the Inspector and specified herein.

### **PART 2- MATERIALS & EQUIPMENT**

#### **2.01 REDWOOD HEADERS**

- A. Redwood headers shall be 2"x8" dimensional construction grade redwood or approved equal.

#### **2.02 SPLICES**

- A. Splices shall be construction grade redwood and shall be 2"x8"x24".

#### **2.03- STAKES**

- A. Stakes shall be construction grade redwood.

#### **2.04- NAILS**

- A. Nails shall be galvanized and shall be 16d.

### **PART 3- EXECUTION**

#### **3.01- INSTALLATION OF REDWOOD HEADERS**

- A. All headers, splices and stakes shall be of sound material, stakes shall be neatly pointed, driven vertically and securely nailed to the headers. Headers and splices shall have a continuous bearing on compacted fill.
- B. All headers shall be held into place with stake measuring two (2) inch by four (4) inch stakes of length eighteen (18) inches and shall be spaced as shown on the plans.
- C. Additional stakes and anchorage require to hold the headers in place to true line and grade during construction shall be provided and placed by the Contractor at no extra cost.
- D. Splice plates shall be centered on the header and secured as shown on the plans with 16d nails.

E. Headers shall be nailed to stake with 2 nails.

#### **PART 4- MEASUREMENT & PAYMENT**

The unit price per lineal foot for “**Redwood Header**” shall include full compensation for furnishing all materials, labor, equipment, and performing all work necessary to complete the work as shown on the approved plans and as specified herein.

## **VII. ADA HANDRAIL**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

Construct ADA-compliant handrails adjacent to the restroom building at Frontierland Park in Pacifica, CA.

The project is to construct metal handrails on each side of the ramp. The handrails will include grip rails at the standard height. Each handrail shall be self-supporting capable of supporting the loads as defined in the applicable Building Code sections.

### **PART 2 - MATERIALS:**

#### **2.01 STEEL**

Posts, rails and gripping surfaces shall be constructed of mild carbon steel or 304 stainless steel, as appropriate. Gripping surfaces with a circular cross section shall have a diameter not less than 1.25" or greater than 2.0". Non-circular gripping surfaces shall have a perimeter dimension not less than 4.0" or greater than 6.25" and a maximum cross-section dimension of 2.25".

#### **2.02 CONCRETE**

Concrete for footings shall have a minimum compressive strength of 2,500 psi. Fill for cored holes in existing concrete shall be non-shrink grout or epoxy post cement with a minimum compressive strength of 2,500 psi.

#### **2.03 PAINT**

Paint for mild steel components shall be a three-coat system with a metal primer coat and two coats of exterior grade paint, compatible for use on metallic surfaces. Finish color shall be black or as directed by the City.

### **PART 3 - EXECUTION:**

#### **3.01 CODE REQUIREMENTS**

Handrails shall comply with all applicable requirements of ADA and California Building Code.

Handrails shall have a top gripping rail located between 34" and 38" above the ramp surface. A bottom guide rail shall be placed approximately 4" above the ramp surface. The clear distance between the ramp surface and the bottom guide rail shall not pass a 4" sphere.



The handrail assembly shall be capable of withstanding loads as defined in Building Code Section 1607.8, consisting of a continuous horizontal load of 50 lbs./ft and a concentrated load of 200 lbs.

Handrails shall extend 12" beyond the top and bottom of the ramp and shall include a return to a wall or vertical element.

### 3.02 CONSTRUCTION

All welds shall be continuous and smooth without holidays or voids. All sharp edges of welds or base material shall be ground smooth. Remove all weld splatter.

Vertical posts in earth shall be secured in concrete foundations at least 8" in diameter and 18" deep, or sized as necessary to support the required loads. Vertical posts may be secured in existing concrete ramps by use of a cored hole filled with non-shrink grout or epoxy post cement. Cored holes shall be no closer than 1.5" from the existing edge of concrete ramp. Form mortar at top of cored hole so as not to pond water against the post.

Provide a guide rail located near the walking surface for the continuous length of the handrail (excluding 12" end returns). Rub rail shall be a minimum of 2" above the walking surface but less than 4" above. The guide rail shall be of steel and shall have a minimum dimension of 2" diameter, if round, minimum dimensions of 1" x 2" if rectangular, or minimum dimensions of 1/4" x 4" if flat plate.

If stainless steel products are used in conjunction with mild steel pieces the weldment material (wire feed material) shall be stainless steel. Stainless steel components need not be painted, unpainted stainless steel portions shall be finished to a #180 grit brushed appearance.

## **PART 4 – MEASUREMENT AND PAYMENT:**

The contract lump sum price paid for "**ADA Handrails**" shall include full compensation for all costs related to furnishing and constructing handrails as shown on the Plans, as specified in the State Standard Specifications, City of Pacifica Standard Specifications and these Special Provisions and no additional compensation shall be allowed therefore.

## **VIII. ROOT PLANING**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED**

Plane existing tree roots that have caused disruptions to the existing asphalt concrete surface of the pathway. Remove root material to a level a minimum of 2.5" below the pavement surface.

Utilize methods and materials as approved by the City's arborist, and under his/her direction.

### **PART 2 - MATERIALS:**

2.01 Use only materials as allowed by the arborist.

### **PART 3 - EXECUTION:**

Use only methods approved by the arborist.

### **PART 4 – MEASUREMENT AND PAYMENT:**

The contract lump sum price paid for "**Root Planing**" shall include full compensation for all costs related to planning existing tree roots as shown on the Plans, as specified in the State Standard Specifications, City of Pacifica Standard Specifications and these Special Provisions and no additional compensation shall be allowed therefore.

## **IX. TREE PROTECTION**

### **PART 1 - GENERAL**

#### **1.02 WORK INCLUDED**

Protecting all existing trees as specified in the Tree Protection Plan. Utilize methods and materials as approved by the City's arborist, under his/her direction, and modified by these specifications.

#### **TREE PROTECTIVE FENCING**

Installation of tree protective fencing shall consist of 5- or 6-foot-high chain link fencing mounted on 2-inch diameter galvanized iron posts, driven into the ground and at not more than 10-foot spacing or Temporary Fence Panels secured to the ground.

### **PART 2 - MATERIALS:**

2.01 Use only materials as specified in the Tree Protection Plan and modified by these specifications.

### **PART 3 - EXECUTION:**

Use only methods specified in the Tree Protection Plan and modified by these specifications.

### **PART 4 – MEASUREMENT AND PAYMENT:**

The contract lump sum price paid for “**Tree Protection**” shall include full compensation for all costs related to protection of adjacent trees as shown on the arborist tree protection plan, as specified in the State Standard Specifications, City of Pacifica Standard Specifications and these Special Provisions and no additional compensation shall be allowed therefore.