

**INVITATION FOR BIDS
CONTRACT No. 2017-11**

for

Pillar Point Fishing Pier Rehabilitation

San Mateo County Harbor District



NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Harbor District Administrative Offices, San Mateo County Harbor District (District), either by U.S. Postal Service addressed to its mailing address, PO Box 1449, El Granada, CA 94018, by courier or personal delivery to 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018, on **July 10, 2019 by 2:00 pm, Pacific Standard Time**, at which time bids will be publicly opened and read for the following:

NOTE: The United States Postal Service does not deliver mail to the District office. The District shall not be responsible for timely receipt of submittals addressed to the District's PO Box address.

CONTRACT NO. 2017-11 **Pillar Point Fishing Pier Rehabilitation**

The District seeks bids for the **Pillar Point Fishing Pier Rehabilitation**. Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked "**CONTRACT NO. 2017-11, Pillar Point Fishing Pier Rehabilitation,**" and plainly endorsed with Bidder's name and address.

Bidders bidding as the prime contractor must possess a valid State of California **Class A or Class C**, Contractor's License at the time of contract award. All subcontractors, if any, must be properly licensed by the State of California to perform specialized trades.

A non-mandatory pre-bid conference and site visit will be held prior to the date of bid opening. District staff will be available to answer general questions pertaining to the solicitation documents and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this solicitation shall be submitted to the District in writing as described in Special Provision 1.8. The pre-bid conference will take place on **June 18, 2019 at 10:30 am at the Pillar Point Harbor – Harbor Master's Office located at 1 Johnson Pier, Half Moon Bay, CA 94019**. There will be a site visit immediately following the pre-bid conference. Any individuals who participate in the site visit must bring their own safety gear (hard hat, safety vest, safety glasses, and steel toed shoes) to wear during the site visit.

Bids must be accompanied by a deposit either in the form of a certified or cashier's check or Bidder's Bond, as described in the documents, which shall be applied to damages sustained by the District in the event that the successful Bidder fails or refuses to enter into a contract awarded to it by the District.

Requests for modifications or clarifications of any requirement must be submitted in writing to San Mateo County Harbor District, Attn: John Moren by e-mail at jmoren@smharbor.com or by facsimile at (650) 583-4614 by **June 25, 2019 at 4:30 pm, Pacific Standard Time**.

This is a Public Works Contract. The general prevailing rates of per diem wages and the general prevailing rates for regular (straight) time, holiday and overtime work in San Mateo County for each craft, classification and type of worker needed to execute the Contract shall be set forth in the current General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code Sections 1720 et seq. The current General Prevailing Wage Determinations are incorporated into the Contract and are available at the California Department of Industrial Relations' website (www.dir.ca.gov/dlsr/DPreWageDetermination.htm). Should the general prevailing wage rates not specify a wage determination for a particular type of worker, attention is directed to 8 CCR 16202(b) regarding petitioning the Director of the California Department of Industrial Relations for a special wage determination. Responsibility for labor law enforcement remains with the Division of Labor Standards Enforcement.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond, both in the amount set forth in the Special Provisions.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the District withholding funds from progress payments (retention) during the Project.

Bids will be examined and reported to the General Manager within ninety (90) calendar days after the bids have been opened. The District reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bid procedure, or to postpone the bid opening for good cause. No Bidder may withdraw its bid for a period of ninety (90) calendar days after the date of opening of the bids. Each Bidder will be notified of award of contract, if award is made.

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of bid, or else the bid may be rejected as non-responsive. (See Labor Code sections 1725.5 and 1771.1.) For federally funded projects, the contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a). Each bidder must submit proof of contractor registration with DIR (e.g. a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

The Documents are available for download on the District's website. To download the documents, go to the District's website home page at <http://www.smharbor.com>, click on BIDS/RFPS, scroll to Contract No. 2017-11 Pillar Point Fishing Pier Rehabilitation.

Downloading Bid documents from the District's website does not imply your firm is a potential bidder nor will your name automatically appear on the District's "List of Potential Bidders."

The District requests that those who download the documents, complete and submit the online form.

Ultimately, it is the responsibility of the Bidder to check the District's website for any Addenda that may be issued relative to this Invitation to Bid.

For additional information, please contact San Mateo County Harbor District, John Moren by telephone at (650)583-4962, by facsimile at (650) 583-4614, or by e-mail at jmoren@smharbor.com.

Dated at El Granada, this June 5, 2019.

CONTRACT NO. 2017-11
Pillar Point Fishing Pier Rehabilitation

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

SAN MATEO COUNTY HARBOR DISTRICT

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General Conditions and Instructions apply to all bids, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

1. **Definition of Terms.** Whenever in the Bid or Contract Documents the following terms or pronouns in place of them, or abbreviations are used the intent and meaning shall be interpreted as follows:

"District" shall mean San Mateo County Harbor District.

"Board," "Director," "Directors," or "Board of Directors" shall mean the five (5) member governing board of the San Mateo County Harbor District or members thereof.

"Secretary" means the Administrative Assistant/Deputy Secretary of the Board of the San Mateo County Harbor District.

"General Manager" means General Manager of the San Mateo County Harbor District. "Contractor" means the successful bidder to whom a contract is awarded.

"Written Order" means a written order signed by the General Manager or properly authorized representative or agent, mailed to the Contractor at the address designated in the firm's Bid, or to such other address as may be designated in writing as its official place of business.

"Bid Documents" or "Contract Documents" mean the Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms and Addenda, if any.

"Bidder" or "Bid" means Proposer or Proposal, respectively.

2. **Explanations and Clarifications**

- A. **Request for Interpretation or Correction.** Prospective Bidders must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a Bid for the proposed Contract, to contact the Secretary and request in writing, before bidding, an interpretation or correction of every discrepancy, ambiguity, error or omission in any of the Contract Documents which should have been discovered by a reasonably prudent Bidder.

Any interpretation, change or correction of said Contract Documents will be made by addenda only, duly issued by the District. Copies of such addenda will be mailed or delivered to each firm receiving a set of said specifications. Upon such mailing or delivery, such addendum will become a part of the Contract Documents, and binding on all Bidders whether or not actual notices of such addenda are shown.

- B. Interpretations or Corrections Binding. Only the written interpretation or correction so given by the District shall be binding. All oral modifications of the Contract Documents are void and ineffective.
3. Form of Bid and Signature. The Bid shall be made on the form provided and shall be enclosed in a sealed envelope marked and addressed as required. If the Bid is made by a sole owner, it shall be signed with the firm's full name and its address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall also sign its own name, and the name and address of each member of the firm shall be given; and if it is made by a corporation it shall be signed by **two** officers of the corporation, consisting of (1) the chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, assistant financial officer, or by a person authorized by the corporation to execute written Contracts on its behalf. If the Bid made by a corporation is signed by a person other than an officer, or by only one officer, there must be attached to the Bid a certified copy of a resolution of the corporation authorizing such officer or person to sign Bids on behalf of the corporation. If it is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization so to do. If it is made by an LLC, it must be signed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC. Bids submitted in any other form will be considered non-responsive and may be rejected.
4. Bid Form. Blank spaces in the Bid shall be properly filled. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the Bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors apparent on the face of the Bid shall be corrected and the mathematically correct total shall be used to determine the lowest Bidder.
5. Unauthorized Conditions. Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection. No telegraphic Bids or modifications will be considered.
6. Submission of Bid. Prior to the hour specified in the notice inviting sealed Bids, all Bids shall be delivered to the Secretary at the address shown in the Notice. All Bids shall be in a sealed envelope properly endorsed as to the item being Bid and the Bidder's name and address. No Bids received after said time or at any place other than the time and place as stated in the notice will be considered.
7. Withdrawal of Bid. Any Bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of Bids only by written request for the withdrawal of the Bid filed with the District. The request shall be executed by the Bidder or its duly authorized representative.

A telephonic request is not acceptable. The District will accept facsimile or email transmissions of properly executed requests that are received by the District prior to the time fixed in the public notice for the opening of Bids. The District will not be responsible for interruptions, delays, or any other unsuccessful facsimile or email transmission of Bid withdrawals, whether or not caused by the District's facsimile equipment. The withdrawal

of a Bid does not prejudice the right of the Bidder to file a new Bid. Whether or not Bids are opened exactly at the time fixed in the public notice opening Bids, a Bid will not be received after that time, nor may any Bid be withdrawn after the time fixed in the public notice for the opening of Bids.

8. **Canvass of Bid.** At the hour specified in the notice, the Secretary will open, examine and publicly declare all Bids received. Bidders, their representatives, and others interested are invited to be present at the opening of Bids. Award will be made or Bids rejected by the District within the time specified in the Specifications or Bid Forms or, if not specified, within a reasonable time after Bids have been opened. The District reserves the right to postpone the Bid opening for its own convenience.
9. **Award of Contract.** The award of the Contract, if awarded, will be made to the lowest responsible Bidder whose Bid complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within ninety (90) days after the opening of the Bids. If the lowest responsible Bidder refuses or fails to execute the Contract or file the required bonds, the District may award the Contract to the second lowest responsible Bidder. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the Bidders concerned. All Bidders shall be notified of the award.
10. **Rejection of Bids.** The District may reject any and all Bids and must reject the Bid of any party who has been delinquent or unfaithful in any former Contract with the District. The District also reserves the right to waive any irregularities or informalities in any Bid or in the bidding procedure. All Bidders shall be notified of the award. All Bids must remain in effect at least ninety (90) days from the Bid opening date.
11. **Taxes.** The supplies, materials or equipment called for under the Specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government, and the District will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. California State sales or use taxes shall be included in the Bid price.
12. **Additional Taxes.** Any sales tax, use tax, imposts, revenues, excise, or other taxes which may hereafter be imposed by the State of California or any political subdivision thereof, and applicable to the sale of the material delivered as a result of the Bidder's Bid and which, by the terms of the tax law may be passed directly to the purchases, will be included in the Bid price.
13. **Alternative Bid.** Submission of alternative Bid or Bids, except as specifically called for in the Specifications or Bid Forms, will render it informal and may cause its rejection.
14. **Bidder's Security.** Each Bidder shall submit with its Bid one of the following forms of Bidder's security:
 - (a) An unconditional Certified or Cashier's Check on a solvent bank, in an amount equal to at least ten percent (10%) of the amount Bid, payable to the order of San Mateo County Harbor District; or

- (b) A Bidder's Bond, in an amount equal to at least ten percent (10%) of the amount Bid, using the form entitled "Bidder's Bond," provided with the Bid documents, and properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California and acceptable to the District.

Any condition or limitation placed upon said check or any alteration of said form of bond, or imperfection in the execution thereof, as herein required will render it informal and may, at the option of the District, result in the rejection of the Bid under which such check or bond is submitted. Said check or Bidder's Bond shall be a guarantee that the Bidder(s), if awarded the Contract, will execute the required Contract and bonds within fifteen (15) days after receipt of the contract and bond forms from the District or such additional time as may be allowed by the District. If the Bidder(s) fails or refuses to execute the required Contract and bonds within said time, the money and proceeds from the check or bond as the case may be, shall be applied towards payment of the damage to the District on account of the delay in the execution of the Contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable Bid resulting from such failure or refusal to execute the Contract and bonds required. The amount of the check or bond as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage. The check or bond of the successful Bidder(s) and the next two highest Bidders will be returned after the execution of the Contract with the successful Bidder(s) and the approval of its bonds on behalf of the District, and the checks or bonds of the other Bidders will be returned promptly after the Bids have been opened and reviewed by the District.

15. **Permits and Licenses.** To the extent permit and licensing requirements are applicable, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
16. **Statement of Experience and Qualifications.** Upon request, the Bidder may be required to prove to the District's satisfaction that it has the skill and experience and that it has the necessary facilities and ample financial resources to perform the Contract in a satisfactory manner and within the required time.
17. **Waiver.** The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Specifications; that Bidder has checked its Bid for errors and omissions; that the prices stated in its Bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract Documents.

The Bidder waives any claim for the return of its Bid deposit if, on account of errors or omissions claimed to have been made by it in its Bid, or for any other reason, it should refuse or fail to execute the Contract.

18. **Non-Collusion Certification.** By submitting a Bid, the Bidder represents and warrants that such Bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to

secure to the Bidder an advantage over any other Bidder.

19. **Penalty for Collusion.** If at any time it shall be found that the person, firm or corporation to whom a Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new Contract for said labor, supplies, materials or equipment.
20. **Interest of District Personnel.** By submitting a Bid, the Bidder represents and warrants that neither the General Manager, nor any Director, officer or employee of the District is in any manner interested directly or indirectly in the Bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Sec. 1090) or Title 9 (commencing with Section 8100 of the Government Code of the State of California).
21. **Representation Before the District.** No person previously in the position of Director, Officer, employee, or agent of the District may act as an agent or attorney for, or otherwise represent, a Bidder or Contractor by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve months after leaving office or employment with the District, if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a permit, license, grant or Contract.
22. **Time for Execution of Contract and Filing Bond.** The Bidder(s) to whom award is made shall execute a written Contract with the District on the form of Contract of the District and furnish a good and approved bond as herein required within fifteen (15) days after receiving the forms of Contract and bond for execution.

If the Bidder to whom award is made fails to enter into the Contract as herein provided and furnish the said bond, the award will be annulled and an award may, in the discretion of the District, be made to the Bidder whose Bid is next most acceptable; and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
23. **Documents Deemed Part of Contract.** The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Bid Form, Technical Specifications and Addenda, if any, and the Agreement will be deemed a part of the Contract.
24. **Governing Law; Compliance with Laws.** The Contractor hereunder shall be governed by the laws of the State of California. The Contractor must comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done hereunder, including, all rules and regulations of the District.
25. **Manner of Execution of Contract.** If the Contractor is an individual, the Contract shall be executed by the Contractor personally. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the

corporation consisting of (1) the Chairman of the Board, President or Vice President; and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer, or by a person authorized by the corporation to execute written Contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than an officer, or by only one officer there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written Contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do. If the Contractor is an LLC, the Contract must be executed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC.

26. **Faithful Performance Bond.** Upon execution of the contract, the Contractor shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be stated in the Special Provisions. The bond shall be with a California-admitted corporate surety, or with two or more sufficient sureties to be approved by the District. As an alternative to furnishing a bond, Contractor may guarantee faithful performance of the contract by (1) depositing with the District a certified check or cashier's check from a solvent bank for the prescribed amount.
27. **Effect of Extensions of Time.** Granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to Contractor or the surety on Contractor's faithful performance bond from said guarantee.
28. **Changes by the Contractor.** If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply with these Specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to the District.
29. **Changes by the District.** In case any work, materials or equipment shall be required which are not mentioned, specified or indicated or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment at the Contractor's catalogue prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discounts, or both.

The Contractor's Bid to perform any changes requested by the District shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in the Specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the General Manager, omit the performance of such work and the furnishing of such materials or equipment and there shall be deducted from the amount to be paid to the Contractor the amount which the General Manager and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials or equipment required by the Contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Contract.

30. **Change Orders.** The Contract may be modified or changed by the District from time to time, in order to carry out and complete more fully and perfectly the work agreed to be done and performed. An order that modifies or changes work to be performed under the Contract shall be valid only if issued in writing and signed by the General Manager and shall designate (1) the change in cost or manner of payment, if any and (2) the effect on time for Contract performance, if any. Work so ordered must be performed by the Contractor.
31. **Disputed Work/Claims.** The Contractor must promptly comply with the following procedures in the event the Contractor has any dispute regarding (1) the District's determination on any change orders relative to adjustments in Contract price, time for performance or any other requirement or (2) whether a determination or order by the District violates the provisions of the Contract. Before proceeding with such work or complying with such determination or order, or simultaneously, the Contractor must notify the General Manager in writing of the reasons for the Contractor's opinion with respect to the dispute and request a final determination. The General Manager shall render the final determination within a reasonable time of receipt of such written request.

If the General Manager determines that the work in question is Contract work and not extra work, or that the determination or order complained of is proper, he/she will direct the Contractor to proceed, and the Contractor must promptly comply. However, in order to reserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within ten (10) days after receiving notice of the General Manager's determination and direction, notify the General Manager in writing that the work is being performed, or that the determination direction is being complied with under protest.

If the Contractor fails to so appeal to the General Manager for a determination, or having so appealed, should the Contractor thus fail to notify the General Manager in writing of its protest, the Contractor shall be deemed to have waived any claim for extra compensation or damage therefore. Oral appeals or oral protests, no matter to whom made, shall not be deemed even substantial compliance with the provisions of this Section.

32. **Notice of Potential Claim.** The Contractor shall not be entitled to the payment of any additional compensation or damages for any cause, including any act or failure to act by the District, or the happening of any event, thing or occurrence, unless, it shall give the District due written notice of potential claim as described below. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions in General Condition 31, "Disputed Work/Claims."

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation or damages will or may be due, the nature of the cost involved and, insofar as possible, the amount of the potential claim. The notice must be given to the General Manager prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation or damages, if based

on an act or failure to act by the District, or in all other cases, within fifteen days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor agrees that it shall have no right to additional compensation or damages 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 required was filed.

33. **Contractor's Liability.** The Contractor will indemnify, keep and save harmless the District, its agents, officials and employees, against all suits or claims arising out of any injury or death to persons or property caused by, resulting from, relating to, or alleged to have been caused by, result from, or relate to, the acts or omissions of the Contractor (including its employees and subcontractors) , whether or not it has been alleged that the injury was caused through a negligent act or omission of the Contractor (or its employees or subcontractors), unless the injury was caused by the willful misconduct or the sole or active negligence on the part of the District, its agents, officials or employees. The Contractor will, at its own expense, defend any and all such actions, and will at its own expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment is rendered against the District in any such action, the Contractor will at its own expense satisfy and discharge the same.
34. **Approval by the General Manager.** The work shall be executed under the direction and supervision of the General Manager or his designee, on whose inspection all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which do not conform to the terms and conditions set forth in the Contract Documents.
35. **Defective or Damaged Work.** The Contractor agrees that within ten calendar days after being notified in writing by the District of any work not in accordance with the requirements in the Contract or of any defects in the work, it will commence and prosecute with due diligence all work necessary to fulfill the requirements of the Contract or correct the defect and will complete such work in a reasonable period of time and at no additional cost to the District.

If the Contractor fails to promptly comply with this provision, the Contractor hereby authorizes the District to proceed to have such work done at the Contractor's expense, and Contractor agrees to honor and pay the costs and charges upon the District's demand. In the alternative, the District may elect to deduct the costs and charges from any compensation due or to become due to the Contractor. The District shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs and charges. Nothing in the provision shall limit or restrict the warranty provisions set forth in the General Conditions, Special Provisions, and Technical Specifications.

36. **Independent Contractor.** Neither Contractor nor any of the Contractor's employees is, or shall be deemed, an agent or employee of the District, and in the performance of all work hereunder, Contractor shall be an independent Contractor, shall comply with all applicable Worker's Compensation laws, shall pay all required Social Security taxes and

Unemployment Compensation taxes, and shall pay or perform all other obligations imposed upon an employer of labor, all at Contractor's expense, and, furthermore, shall indemnify the District against any and all liability as a result of Contractor's failure to perform any of the foregoing requirements.

37. **Protection of Work and of Persons and Property.** During performance and up to the date of final acceptance by the District, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. In the event of damage, loss or injury to the finished and unfinished work, the Contractor shall promptly replace or repair such work, whichever the District shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract shall be absolute and shall not be affected by the District's approval of or failure to prohibit means and methods of construction used by the Contractor.

During the performance of this Contract and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of others from damage, loss or injury. Within three (3) days after notice to it of the happening of any such loss, damage or injury to work, persons and property, the Contractor shall make a full and complete report thereof in writing to the District.

Under this article the Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, or the District, or the District's Representative, or of third persons; or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting risks which arise solely from District or District Representative's active negligence or affirmative acts with actual and willful intent to cause the loss, damage and injuries, and professional errors and omissions of the District or of the District's Representative:

- a. The risk of loss or damage to the finished and unfinished Work prior to final acceptance by the District;
- b. The risk of claims, just or unjust, by third persons against the Contractor, the District or the District's Representative on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the work site, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after final acceptance of the Work;
- c. The risk of loss or damage to any property, including the loss of use thereof of the Contractor, and of claims made against the Contractor, the District, or the District's Representative for loss or damage to any property, including the loss of use thereof of subcontractors, material men, workmen and other performing the Work, occurring at any time prior to completion of removal of such property from the premises or in the vicinity thereof.

Neither the acceptance of the completed Work or payment therefore shall release the Contractor from its obligations under this article. The enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it

is responsible shall not be deemed to limit the effect of the provisions of this article or to imply that it assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this article nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which it would be responsible in the absence of such enumerations.

Except as these specifications otherwise may provide, all loss or damage of any sort or nature arising from any unforeseen obstruction or difficulties, either natural or artificial, or from any act or omission not authorized by these specifications on the part of the Contractor, or any agent or person employed by it, shall be the responsibility of the Contractor.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the District.

38. Damages. All loss or damage arising from any unforeseen obstruction or difficulties, whether natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work or of the supplies, materials or equipment, or from any act or omission not authorized by these Specifications on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.

39. Failure to Complete Contract-Effect. In case of failure on the part of the Contractor to complete its Contract within the specified time or within authorized extensions thereof, the Contract may be terminated and the District shall in such event not thereafter pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under said Contract; and the District may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its bondsmen shall be liable to the District for all loss or damage which it may suffer on account of the Contractor's failure to complete its Contract within the specified time.

40. Non-Performance of Contract.

a. Right to Stop Work. Authority to stop the work, in whole or in part is vested in the District and may be invoked whenever it deems such action necessary to insure proper execution of the Contract; work may not be resumed until the District has given written consent.

b. Rejection of Materials and Workmanship. The District has the right to reject defective material and workmanship and to require its replacement or correction without additional cost to District. Defective material and workmanship includes, but is not limited to, materials and workmanship that does not meet the requirements of the specifications of this Contract reasonably interpreted in the sole discretion of the District. Contractor shall promptly segregate and remove rejected work. All adjacent work disturbed by removal of such work shall be replaced in accordance with this Contract and without expense to the District including work of other Contractors disturbed by such removals and replacements.

(1) If Contractor fails to proceed at once with replacement of rejected work,

District may, by Contract or otherwise, replace such material and correct such workmanship and charge the cost to the Contractor, or District may terminate right of the Contractor to proceed. The Contractor and its surety shall be liable for any damage to same extent as provided for by terminations hereunder.

(2) If rejected materials are not removed within a reasonable time, District may cause them to be removed and stored at Contractor's expense three days after issuing written notice to so remove them. If Contractor does not pay for such removal and storage within six days thereafter, District may, six days after further written notice, sell the materials and credit Contractor with net proceeds after all costs of removal and sale are deducted. If materials so removed are valueless or sale does not meet cost of removal, Contractor shall bear all resultant loss.

c. Neglected Work. District may perform or employ others to undertake portions of the work persistently neglected by the Contractor if work is still proceeding unsatisfactorily three days after written notice to the Contractor. In such casework will be done according to the Contract Documents and the cost deducted from next payment falling due to the Contractor. Such action shall in no way affect status of either party under Contract, nor be held as basis of any claim by the Contractor or for extension of time.

d. Right to Withhold Payment. Part or whole of any payment or any certificate may be withheld by District if such course is deemed necessary to protect District from loss on account of Contractor's failure to meet its obligations or if balances unpaid to Contractor are insufficient to complete the work. This right may also be exercised if in District's opinion the work will not be completed in time specified for performance of the Contract.

41. **Termination of Right to Proceed.** If the Contractor should appear to the District to be in default and the Contractor fails to remedy its default within five (5) days after receipt from the District of notice of such default, the District may terminate the Contractor's right to proceed with work or that portion which the District determines is most directly affected by the default.

The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of the Contract; abandonment, assignment or subletting of the Contract without approval of the District, bankruptcy or appointment of a receiver for Contractor's property; failure to maintain the schedule of work; refusal or failure to maintain the schedule of work; refusal or failure properly to prosecute the work; use of materials, supplies, plant or equipment of improper quality or quantity; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of the Contract in bad faith.

Upon the District's termination of the Contractor's right to proceed with the work or a portion of it, the District will have the right to complete the work or the portion by whatever means and methods it deems expedient, including the hiring of others on such terms as the District deems advisable.

The expense of completing such work or portion thereof, together with a reasonable charge for managerial and administrative services as certified by the District, will be charged to the Contractor, and the expense so charged will be deducted by the District out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety or sureties shall promptly pay the amount of such excess to the District, upon notice from the District of the excess so due. The District may, in its sole discretion, withhold all or any part of any progress payments otherwise due to the Contractor until completion and final settlement of the work covered by such notice of default.

42. **Payments.** Unless otherwise stated in the Specifications or Bid forms, the District shall pay the Contractor within thirty (30) days after the District issues a written notice of final acceptance.
43. **Liquidated Damages.** It is agreed by the parties to the Contract that time is of the essence, and in event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract documents, or beyond authorized extensions thereof, damage will be sustained by the District and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay, and it is, therefore, agreed that the District shall be paid an amount as set forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified in that the District will suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls or other causes beyond the control of the Contractor, an extension of time without liquidated damages liability shall be granted by the District upon a proper showing and finding by the District that the extension is justified.
44. **Insurance Certificates.** Certificates of insurance required by the Special Provisions shall be delivered to the District concurrently with the executed Contract. The District reserves the right to request certified copies of an insurance policy if questions arise.

All required insurance under this Contract shall provide adequate protection for the San Mateo County Harbor District, its Officers, Agents, Representatives and Employees, while acting in such capacity and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, and the Contractor, against all claims, liability damages and accidents of any kind.

45. **Infringement of Patents.** The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the District and pay any award of damages assessed against the District in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent of the United States provided the District gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

46. **Assignment.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of the General Manager endorsed thereon or attached thereto.
47. **Warranty of Title.** Contractor shall warrant to the District, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.
48. **Warranty of Fitness.** Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Bid documents; shall be fit for the purposes intended and fulfill its design functions; shall be free of all patent and latent defects in design materials, and workmanship and perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, District does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

49. **Time of Completion.** The Contractor shall complete all or any designated portion of the work called for under the Contract in all parts and requirements within the time set forth in the Special Provisions.

Time shall be computed starting the first day after the effective date of the Notice to Proceed. The effective date of the Notice to Proceed will be the date stated as such in the Notice to Proceed, provided that in no case will such effective date be earlier than the date of the issuance of such Notice to Proceed.

50. **Or Approved Equal Clause.** In order to establish a basis of quality, certain materials, processes and type of machinery and equipment, or kinds of materials may be specified on the plans or herein, either by description of process or by designating a manufacturer by name or by referring to a brand of product designation, or by specifying a kind of material. It is not the intent of these Specifications to exclude other processes, equipment or materials of equal Value, Utility or Merit which are approved by the District.

51. **Antitrust Claims.** The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases 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.

52. **Environmental and Safety and Health Standards Compliance.** Contractor shall comply with applicable environmental statutes, regulations and guidelines in performing the work

under this Contract. The Contractor shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

53. **Equal Employment Opportunity.** In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, national origin, ancestry, age, marital status, pregnancy, medical condition, disability, or sexual orientation as provided for in Federal, State and local laws in consideration of an award.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship.

54. **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

55. **Qualification Questionnaire.** The Contractor shall submit, prior to execution of this Agreement, documentation showing whether or not the Contractor, any officer of the Contractor, or any employee of the Contractor, has ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation. For this purpose, Contractor must complete the Bidders Statement of Qualification Questionnaire and Financial Statement with Business Reference.

56. **Bid Protest Procedures.** **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

a. Protests Based Upon the Specifications.

- (1) Pre-Protest Procedures. Bidders must first utilize any procedures in the specifications for Approved Equals or Requests for Clarifications or Modifications, prior to submitting a protest. If the bidder disagrees with the District's decision on such requests, the bidder may then avail itself of the bid protest procedures.
- (2) Submission of Protest. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure or contract specifications, which are apparent or reasonably should have been discovered prior to bid opening, shall be filed in writing with the District not later than five calendar days before the bid opening or proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence that reasonably could have been raised, the District will not consider such new grounds or evidence in the determination on the protest. Staff shall respond to the protest with its written determination prior to bid opening or proposal due

date. Where the staff determination could affect bid responses, an appropriate extension of the bid opening or proposal due date may be granted.

- (3) Review by the General Manager. If the protest is denied, the bidder may pursue its protest to the General Manager. Within forty-eight (48) hours of receipt of the staff's written determination to deny the protest, the bidder must submit in writing to the General Manager a statement of the reasons for the protest, with supporting evidence, and document that it has exhausted all administrative remedies at the District staff level. The General Manager will issue a written decision prior to the bid opening, which shall be final.

b. Protests Based Upon Contract Award.

- (1) Notice of Staff Recommendation for Award of Contract. Upon conclusion of the bid evaluation for each contract, the District shall send a notice to all bidders of the staff's recommendation for contract award. Such notice shall be sent at least seventy-two (72) hours prior to the Board or Committee meeting, if applicable, at which the recommendation will be considered.
- (2) Submission of Protest; Initial Procedures. Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the District by the deadline specified in the notice from the District advising of the staff's recommendation for award of contract.
- (3) The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised earlier, the District will not consider such new grounds or evidence in the determination on the protest.
- (4) The Deputy Secretary of the District will make best efforts to notify the other bidders of the protest, and the time and place it will be considered by the Board.

- c. Proceedings Before the Board. The protestor may appear before the Board to present evidence in support of its appeal. After consideration of the protestor's evidence, the staff recommendation, and any other relevant information, the Board may determine whether to reject or allow the protest. Upon Board action, a written statement of the reasons therefore shall be included in the record.

The decision of the Board on the protest and the award of contract, if such a decision is made, shall be final.

- d. Protests after Contract Award. No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to the District's untimely handling of the protest submission. In no event will the District consider protests filed after contract award due to the neglect of the protestor. Failure to comply with the time periods

for filing protests as set forth herein shall be a basis for rejection of the protest.

57. **Air Pollution Control.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code. Material to be disposed of shall not be burned, either inside or outside the work site.

58. **Water Pollution Control.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Contract.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, coastal waters and other bodies of water from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials, and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said waters.

59. **Compliance with Law.**

(a) The Contract documents, and the rights of the parties thereunder, shall be interpreted in accordance with the laws of the State of California.

(b) The Contractor warrants that all operational practices of the Contractor, and all workmanship and material, equipment and articles used in the performance of the work hereunder shall be in accordance with the rules and requirements of the United States Coast Guard in effect at the time of Contractor's submission of Bid. In addition, all safety orders, rules and recommendations of the State of California, Division of Industrial Safety, and the United States Department of Labor, Occupational Safety and Health Administration applicable to the work to be done under this Contract shall be obeyed and enforced by the Contractor.

60. **Discharge of Liens.** The Contractor shall pay all costs and expenses incident to any work performed by it or for its account, and shall not create, incur, suffer or permit to be placed or imposed any lien or encumbrance or charge in any way arising from any act or omission of the Contractor. The Contractor shall orally or in writing inform all persons dealing with it in performing the work of the provisions of this paragraph.

The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the District, and if any such lien or right in rem is not immediately discharged, the District may, after notification to the Contractor, discharge or cause to be discharged such lien or right at the expense of the Contractor.

CONTRACT NO. 2017-11
Pillar Point Fishing Pier Rehabilitation

SPECIAL PROVISIONS

SAN MATEO COUNTY HARBOR DISTRICT

**CONTRACT NO. 2017-11
Pillar Point Fishing Pier Rehabilitation**

SPECIAL PROVISIONS

Coordination of General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications. The General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the Contract Documents, the Special Provisions and Technical Specifications shall govern over the General Conditions and Instructions for Bidders.

SECTION 1. BID REQUIREMENTS AND CONDITIONS

- 1.1 Bid Invited.** The San Mateo County Harbor District (District) invites bids for the Pillar Point Fishing Pier Rehabilitation project, in full accordance with these specifications.
- 1.2 Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Bidders should make themselves aware. These dates may be subject to change.

DATE	ACTIVITY
June 18, 2019 @ 10:30 am	Non-Mandatory Pre-Bid Conference and site visit at Pillar Point Harbor – Harbor Master’s Office, 1 Johnson Pier, Half Moon Bay, CA 94019
June 25, 2019 @ 4:30 pm	Written (email or hardcopy) requests for information, questions/clarifications, and approved equals, clarifications are due.
July 1, 2019 @ 4:30 pm	District will respond to requests for information, questions/clarifications, and approved equals. Response will be made via email.
July 10, 2019 @ 2:00 pm	Bid Opening San Mateo County Harbor District Office, 504 Avenue Alhambra, 2 nd floor, El Granada, CA 94018

- 1.3 Bid Form.** Bids shall be submitted on the District’s “Bid Form” attached hereto, enclosed in a sealed envelope marked “**CONTRACT NO. 2017-11, Pillar Point Fishing Pier Rehabilitation**” and plainly endorsed with the Bidder’s name and address. Bids must be received by the Deputy Secretary, San Mateo County Harbor District, at its mailing address PO Box 1449, El Granada, CA 94018, or by courier or personal delivery to 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 by **July 10, 2019, 2:00 pm Pacific Time**, at which time they will be publicly opened and read in the Board Room of said building.

The Total Bid Price shall include all labor, equipment, materials, applicable taxes, delivery charges, warranties, insurance, license fees, bonds, and all other costs necessary for the Pillar Point Fishing Pier Rehabilitation.

Each Bid Form must be signed on Bid Form page 2 by one or more individuals with authority to bind the Contractor to the bid. Please refer to General Condition 3 and the Bid Form. All bids without the appropriate signature(s) on Bid Form page 2 may be deemed non-responsive and may result in the rejection of the bid. Bidder must submit the three-page Bid Form properly executed.

1.4 Examination of Contract Documents and Site of Work. The Bidder shall have examined carefully the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished and the requirements of the Contract Documents.

1.5 Pre-Bid Conference and Site Visit. A non-mandatory pre-bid conference and site visit will be held prior to the date of bid opening. District staff will be available to answer general questions pertaining to the solicitation documents and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this solicitation shall be submitted to the District in writing as described in Special Provision 1.8. The pre-bid conference will take place on **June 18, 2019, at 10:30 am, Pacific Standard Time, in the Pillar Point Harbor – Harbor Master’s Office at 1 Johnson Pier, Half Moon Bay, CA 94019.**

1.6 Documents to Accompany Bid. The bid shall be accompanied by the following:

- (1) The Bidder’s Bond or certified or cashier’s check required by Section 14 of the General Conditions and Section 1.10 of the Special Provisions in an amount equal to at least ten percent (10%) of the proposed Total Bid Price
- (2) Certificate of Insurance in accordance with Special Provision 4.1.C
- (3) List of Subcontractors
- (4) Acknowledgement of Addenda, if any
- (5) Qualification Questionnaire
- (6) Proof of DIR Registration in accordance with Special Provision 5.15
- (7) Non-Collusion Declaration

1.7 Approved Equals and Qualified Products. It should be understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the District of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications and to propose a suitable substitute for consideration.

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition; and a Bidder may, at its option, use any equipment, material, article or process which, in the judgment of the District, is equal to that designated.

The Bidder shall furnish, at its own expense, all test results, technical data, and background information required by the District in making the determination as to whether the proposed equipment, material, article or process is an approved equal. The District shall be the sole judge as to the comparative equality and suitability of alternative equipment, article, material or process and its decision shall be final.

1.8 Request for Information/Approved Equals/Clarifications. A Bidder may submit to the District requests for information, approved equals, or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received in writing (email or hardcopy) by **June 25, 2019, at 4:30 pm, Pacific Time.** Any requests of approved equals must be fully supported with samples, technical data, test results, or other pertinent information as evidence that the substitute offered is essentially equal or better than that specified in the Contract Documents. The District shall make a determination on each Bidder's request under this procedure in writing. The written determination shall be emailed to the Bidder by **July 1, 2019, at 4:30 pm** Failure of the District to respond within the time limit shall be deemed to be a denial of request. In the event that a request for an approved equal, modification, or clarification is granted, an addendum detailing the approved equal, modification, or clarification will be mailed or otherwise furnished to all potential Bidders who received bid packets.

1.9 Single-Bid Response. In the event of a single-bid response, the District reserves the right to conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. The Bidder will be expected to cooperate in this process and to submit cost and pricing data to verify that the bid price is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of the replacement and the prices quoted and shall include the computations and projections used by the Bidder.

Failure to submit the data as requested by the District within ten (10) calendar days of receipt of written notification to the sole offeror shall result in the Bidder being declared non-responsive.

1.10 Bidder's Bond. As required by Section 14 of the General Conditions and Instructions for Bidders, the Bidder's Security to be submitted with the Bid shall be in the amount of at least ten (10) percent of the Total Bid Price as specified on the Bid Form.

SECTION 2. AWARD OF CONTRACT

2.1 Award of Contract. The award of Contract, if any, will be made within ninety (90) calendar days after the date of bid opening to the lowest responsible Bidder based on the Total Bid Price. Each bid as submitted shall remain in effect for ninety (90) calendar days after the date the bids are opened. No Bidder may withdraw its bid during this time period. The lowest responsive and responsible Bidder shall be determined by comparing and

evaluating the Total Bid Price as set forth in the Bid Form. The District reserves the right to reject any and all bids or to waive any irregularities in any bid or in the bidding procedure.

2.2 Contract Bonds

- A. Performance Bond.** The Performance Bond as described in Paragraph 26 of the General Conditions shall be in the amount of one hundred percent (100%) of the total contract price, as awarded by the District. Said bond shall guarantee the Contractor's faithful performance of the Contract and compliance with all terms, conditions and requirements specified in the Contract Documents and shall remain in full force and effect for a period of twelve (12) months after the District's final acceptance of the Contractor's work in accordance with Special Provision 3.2 hereof. The Contractor shall use the form entitled "Performance Bond" included in the Contract Documents.
- B. Payment Bond.** The Contractor shall provide a payment bond in the amount equal to one hundred percent (100%) of the total contract price and issued by California admitted surety. The payment bond shall provide security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the total contract price.

SECTION 3. CONTRACT PERFORMANCE

- 3.1 General.** The Contractor shall perform all work and undertake all services detailed in the Contract Documents in accordance with the specified requirements, terms and conditions.
- 3.2 Acceptance and Payment.** The Contractor shall notify the District once it has completed all work and services detailed in the Contract Documents in accordance with the specified requirements, terms and condition. Following the Contractor's notification, the District shall undertake a thirty (30)-calendar-day period for inspection. The District will notify the Contractor in writing within said thirty (30) calendar days as to whether the work and services have been accepted.

If the District determines that the work and services are not in conformity with the specification requirements, or that there are defects or deficiencies requiring correction, the District will notify the Contractor of such deficiencies or nonconformity in writing within the aforementioned thirty (30)-day period. The Contractor shall promptly correct or remedy any and all deficiencies or defects noted by the District at no cost to the District. The Contractor shall complete the necessary corrections within fifteen (15) days of the District's notification of deficiencies or nonconformity. At such time as the Contractor has made all necessary corrections to the satisfaction of the District, the District shall issue the Contractor a written notice of final acceptance. In the event the Contractor fails to remedy the deficiencies, the District shall have the right to reject the work and terminate the Contract for breach as provided below in Special Provision Section 3.7, Termination. Alternatively, the District may cause the repair to be made by its own or other forces, whereupon the cost of the repair shall be deducted from sums otherwise due the Contractor.

After final acceptance by the District, the Contractor may thereupon furnish to the District satisfactory evidence that all liens, claims and demands of Subcontractors, laborers and materialmen, arising out of such work, are fully satisfied, and that all of the work is fully released from all liens, claims and demands of whatever kind and nature and whether just or otherwise.

In accordance with Paragraph 42 of the General Conditions, the District shall make payment to the Contractor following the receipt of proper statements or invoices for the work within thirty (30) days of the date of final acceptance of the work by the District. The acceptance by the Contractor of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the District of any and all claims of the Contractor and liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the District or any of its directors, officers, agents or employees excepting only claims against the District for the amounts deducted or retained in accordance with the terms and provisions of this Contract by law. Should the Contractor refuse to accept the final payment as tendered by the General Manager, it shall constitute waiver of any right to interest thereon.

- 3.3 Liquidated Damages.** Liquidated Damages totaling the dollar amount loss to District per occurrence of specific event shall be assessed for this Contract.
- 3.4 Time of Performance.** The project will be completed in full no later than eighty (80) calendar days after receiving Notice to Proceed.
- 3.5 Interference with District Operations.** Any and all work must not interfere with the District's normal operations including operation of Pillar Point Harbor and Johnson Pier.
- 3.6 Warranty.** All work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance. The Contractor must furnish a Performance Bond therefor as provided in the Special Provisions. In addition to said guarantee, the District will have the benefits of any manufacturer's or builder's guarantee given by a manufacturer or builder. Where any individual work item is incomplete at the time of acceptance by the District, the guarantee will run from the date of completion of such item. If the Contractor fails to proceed promptly with any repairs as directed by the District, such corrections and repairs shall be affected at the Contractor's expense at such time as the District may determine. The District may deduct the cost of such repairs from any amount owed to the Contractor or require the Contractor to reimburse such costs to the District.

It is understood and agreed that the District does not waive any warranty, either express or implied, in Sections 2312 through 2317, inclusive, of the California Commercial Code, or any liability of the manufacturer or Contractor as may be determined by a decision of the court of the State of California or of the United States.

- 3.7 Termination.** The District may terminate the Contract for convenience for any reason at any time by giving the Contractor fifteen (15) days' notice thereof. Notice of termination shall be by Certified Mail. Upon termination for the convenience of the District, the District shall pay the Contractor the allowable costs incurred to the date of termination and those

costs deemed reasonably necessary by the District to affect the termination. In the event that the Contractor breaches the terms or violates the conditions of this Contract and does not correct such breaches or violations within ten (10) days following notice thereof from the District, the District may immediately terminate the Contract and shall pay the Contractor only for work performed in full conformance with the specifications to the date of termination, less any costs incurred by the District to repair and complete any remaining work under the Contract. The District reserves the right to pursue any and all remedies available in equity or law in the event the District suffers any damages due to the Contractor's breach of terms or violation of the conditions in this Contract.

- 3.8 Protection of Property.** The Contractor shall exercise every precaution to ensure that no injury or damage occurs to District property as a result of its operations. Should any existing property be damaged by or through any of the Contractor's operations, such injury or damage shall be replaced or repaired immediately by the Contractor, at Contractor's sole cost, in a manner satisfactory to the District.

SECTION 4. INSURANCE

4.1 Insurance Requirements

A. Types of Insurance

Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this Section has been provided to District. Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against Contractor on account of any incident connected to the Contract, Contractor shall promptly report the fact in writing to District, giving full details of the claim.

Any person, firm, or corporation that Contractor authorizes to work upon the District's property, including any Subcontractor, shall be deemed to be Contractor's agent and shall be subject to all applicable terms of this Contract. Prior to the Contractor's start of the work or entry onto the District's property, Contractor agrees to require its Subcontractors to procure and maintain, at Contractor's (or its Subcontractor(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Contract), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Contract and will be at the sole cost and expense of Contractor (or its Subcontractor(s)).

1. Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence. This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions

contained in this Contract, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2. Business Automobile Liability

Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3. Workers' Compensation and Employers' Liability Insurance

If Contractor employs any person to perform work in connection with this Contract, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and Federal laws where applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) for each accident and Five Million Dollars (\$5,000,000) for each disease, with a policy limit of Five Million Dollars (\$5,000,000).

The policy shall contain a waiver of subrogation in favor of the San Mateo County Harbor District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4. Protection & Indemnity.

The Contractor shall provide Protection and Indemnity (including crew), Collision Liabilities and Vessel Pollution insurance covering all vessels, barges or other marine equipment that will be used in connection with this project. The limits of liability shall be not less than \$5,000,000.

B. General Insurance Requirements

1. Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of A- and with minimum policyholder surplus of Fifty Million Dollars (\$50,000,000) or a company acceptable to District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2. Procure and Maintain Insurance

Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Contract, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Contract.

3. Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis it must remain in force for the entire term of the Contract and a minimum of three (3) years thereafter.

4. Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act

or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

C. Evidence of Insurance and Endorsements

Prior to commencing of work or entering onto the District's property, Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

1. The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
2. That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that Contractor is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the San Mateo County Harbor District.
3. Such insurance shall include as additional insureds the San Mateo County Harbor District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
4. The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects any claim, demand, suit or judgment made, brought, or recovered against the Contractor. Said policy shall protect Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Contract, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Contract. If insurance is not reinstated, the District, may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.

SECTION 5. PUBLIC WORKS PROVISIONS

5.1 Labor Compliance Requirements

In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

- A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to District, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.
- B. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to District an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at the District and are available for review upon request. Pursuant to §1773.2 of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.
- C. Payroll Records. Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4.

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its subcontractors.

- (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

employee employed by him or her in connection with the public work.

- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (ii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (iii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- (c) Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code Section 1771.4(3)(b), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- (d) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.
- (f) The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) In the event of noncompliance with the requirements of this Section, the

Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or the District, forfeit One-Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

- (h) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.
- D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment of apprentices.

5.2 Prohibition Against Contracting with Debarred Subcontractors

Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

5.3 Use of Subcontractors

Contractor shall not subcontract any work to be performed by it under this Agreement without the prior written approval of the Agency. Contractor shall be solely responsible for reimbursing any subcontractors and the Agency shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which may be applicable to the work covered by this section of the Agreement. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (0.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

5.4 Prompt Payment to Subcontractors

Pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay each first tier Subcontractor under this Contract for satisfactory performance of work under its subcontract no later than 7 days from the Contractor's receipt of payment from the District for such work. The Contractor shall require each first tier Subcontractor to make payments to lower tier Subcontractors in a similar manner. The District shall have no obligation to pay or to verify the payment of money to any Subcontractor, except as may otherwise be required by law.

The Contractor, not the District, shall be solely responsible for payment to Subcontractors at any tier for any amounts owing from the Contractor. All such Subcontractors agree that they shall have no claim and shall take no action against the District or its officers, directors, employees or sureties, for non-payment by the Contractor.

5.5 Prompt Payment

The District will make progress payments within thirty (30) days after receipt of an undisputed and properly submitted progress payment invoice pursuant to Section 20104.50 of the Public Contract Code. No such payment will be made when, in the judgment of the Engineer, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00). No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to its employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work. Pursuant to Public Contract Code Section 20104.50, if the District fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.

5.6 Non-Collusion Declaration

Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by the Agency, which is attached and incorporated herein.

5.7 Third-Party Claims

Pursuant to Public Contracts Code Section 9201, the District shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. The District will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the Agreement. Notice shall be in writing and will be provided within thirty (30) days. The District shall be entitled to recover its reasonable costs incurred in providing such notification.

5.8 Claims Procedures

Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 30 days after change order procedures are complete and the Contractor has notified the General

Manager in writing that the work is being performed, or that the determination direction is being complied with, under protest as per General Conditions 30 and 31 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the District.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "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 hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the District will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The District and Contractor may, by mutual agreement, extend the 45day time period. For any undisputed portion of a claim, the District must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the District's written statement, or if the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The District will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the District will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the District or the Contractor may request a trial de novo.

5.9 Contractor's License Requirements

Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law and as applicable for the work to be performed under this contract. **Contractor must hold a Type A Contractor License.** License must be valid and active at time of award or project.

5.10 Payment of Workers' Compensation

Contractor shall sign and file with the Agency the following certification prior to performing the work of the Agreement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

5.11 Examination and Audit of Records

Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by the Agency or the State Auditor during this period.

5.12 Anti-Trust Claim Assignment

Pursuant to Public Contract Code 7103.5, the contractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

5.13 Utility Relocation

If applicable, pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated

in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the District in writing. Where necessary for the work of the Contract, the District will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the District, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

5.14 Public Works Registration

The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. **BIDDERS MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>.**

This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

5.15 Compliance with All Applicable Laws

The Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes, and ordinances relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, the District may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

5.16 Permit Compliance

The Contractor shall comply with all the applicable requirements of federal, state and local permits relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, the District may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

5.17 Iran Contracting Act

The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

5.18 Safety Requirements

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefore to the District, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to the District, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and facilities.

5.19 Retention on Progress Payments

If the Contract utilizes progress payments, five percent (5%) will be deducted from each progress payment and held in retention by the District. The remainder less any other deductions taken in accordance with this article will be paid to the Contractor as progress payments. The Contractor acknowledges and agrees that, pursuant to Public Contract Code section 7200, the percentage of retention amounts withheld by the Contractor from its Subcontractors may not exceed the percentage withheld by the District from the Contractor as specified herein.

Contractor shall release retention to a Subcontractor within 30 days of the Subcontractor satisfactorily completing all required work. Upon satisfactory completion of a Subcontractor's work, including provision of appropriate releases, certificates, evidence of the Subcontractor's compliance with all applicable requirements of the Contract Documents, and all other documents as may be required by the Contractor and the District to close-out the subcontract, the Contractor may submit an application to the District for the release of the portion of the retention attributed to the Subcontractor's work. The Contractor's application shall certify that the Subcontractor has:

- a) Completed all work required to be performed under its subcontract;
- b) The amount withheld by the Contractor under the subcontract; and
- c) That the Subcontractor has provided all backup information, stop payment notice, and lien releases required to close-out the subcontract.

Within 7 days following receipt of payment from the District for the completed Subcontractor Work, the Contractor shall release all monies withheld as retention from the Subcontractor, even if the Work to be performed by the Contractor or other Subcontractors is not completed and has not been accepted. The Contractor shall, by appropriate agreement with each Subcontractor, require each first tier Subcontractor to make payments to lower tier subcontractors in a similar manner.

5.20 Release of Retention

Upon the District's issuance of Notice of Final Acceptance the District will release the amount retained.

5.21 Securities in Lieu of Retention

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the District. Upon Contractor's request, the District will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and the District, upon the following conditions:

- (1) Contractor shall bear the expenses of the District and the escrow agent in connection with the escrow deposit made.
- (2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to Contractor pursuant to this article.
- (3) Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.
- (4) Contractor shall obtain the written consent of the surety to such agreement.

SECTION 6. HAZARDOUS CHEMICALS AND WASTES

For the purposes of this Section only, the term "claims" shall include (a) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction, and (b) any claim, cause of action, or administrative or judicial proceeding brought against the District, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage, or liability, sustained or suffered by any person or entity, including the District. The Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the District. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the District by any agency as a result of such release and shall hold harmless, indemnify, and defend the District from any claims arising from such release.

If the performance of the work outlined by these Contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA generator number. In no event shall the District be identified as the generator. The Contractor shall notify the District of any such hazardous wastes and the District reserves the right to a copy of any test conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall hold harmless, indemnify, and defend the District from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor.



**Contract No. 2017-11
Pillar Point Fishing Pier Rehabilitation**

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Work restrictions.
5. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Pillar Point Fishing Pier Restoration.

1. Project Location: Half Moon Bay, CA.

B. Owner: San Mateo County Harbor District (SMCHD).

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project consists of renovations to the fishing pier and access walkway located along the west inner harbor breakwater. Improvements to the fishing pier include removal and reinstalling the timber decking and replacing the timber guardrails with plastic lumber. Improvements to the access walkway and breakwater include filling voids in riprap using concrete, adding rock riprap, and replacing the metal guardrail with plastic lumber. The work also includes replacing and reconnecting the water supply line, adding an electrical lighting system at the fishing pier and along the access walkway.

B. Type of Contract.

1. Project will be constructed under a single contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated and by the requirements of this Section.
- B. Use of Site: Contractor shall limit use of Project site to work in areas indicated on the Construction Drawings. Contractor shall not disturb areas beyond the Work area indicated.
 - 1. Walkways and Entrances: Contractor shall maintain access to walkways and entrances serving areas except the west inner harbor breakwater. These areas include, but are not limited to, the western floating dock and pedestrian path along the shoreline. Contractor shall not use these areas for parking or storage of materials.
- C. Condition of Existing Structure: Contractor shall maintain portions of existing structure affected by construction operations in a safe condition throughout construction period. Contractor shall repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. General: Contractor shall comply with requirements on construction operations provided by conditions in the permits for the work. Permits obtained for the Work include:
 - 1. USACE SF District, Dept. of the Army Nationwide Permit (NWP) 3 for Maintenance
 - 2. California Coastal Commission, Coastal Development Permit (CDP) Waiver 2-18-0725-W
 - 3. SF Bay Regional Water Quality Control Board - Water Quality Certification (In Process)
- B. On-Site Work Hours: Contractor shall limit work to normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by the District or others unless permitted under the following conditions, and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify District's Representative not less than two days in advance of proposed utility interruptions.
 - 2. Obtain District's Representative's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption with the District.

1. Notify District's Representative not less than two days in advance of proposed disruptive operations.
2. Obtain District's written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

1.7 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

A. A SWPPP shall be prepared by the Contractor describing Best Management Practices (BMPs) that will be used during construction to prevent storm water pollution into the water. The BMPs shall address stormwater, wind, and other potential sources of erosion, and shall meet the requirements of regulatory agency, City, and County permits.

B. The SWPPP shall include, at a minimum, the following BMPs:

1. EC-1 Scheduling
2. NS-6 Illicit Connection/Discharge
3. NS-14 Material over Water
4. NS-15 Demolition Adjacent to Water
5. WM-1 Material Delivery and Storage

6. WM-2 Material Us
7. WM-4 Spill Prevention and Control
8. WM-8 Concrete Waste Management

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012000

DEFINITION OF BID ITEMS

PART 1 - GENERAL

The intent of this section is to explain, in general, what is and what is not included in a bid item, and the limits or cut-off points where one bid item ends and another begins. If no bid item exists for a portion of the work, include the costs in a related bid item. The lump sum or unit price for each item shall be full compensation for all labor, materials, equipment, tools, and incidentals to complete each bid item.

1.1 BID ITEM NO. 1 – REMOVE & REINSTALL EXISTING PIER DECKING

- A. This bid item consists of removing existing timber pier decking and reinstalling timber pier decking with new hardware as shown on the Drawings and as specified in Section 061333 “Pier Timberwork.”
- B. Unit of Payment: Lump Sum (LS)

1.2 BID ITEM NO. 2 – PIER DECKING

- A. This bid item consists of furnishing and installing new timber pier decking with new hardware as shown on the Drawings and as specified in Section 061333 “Pier Timberwork.”
- B. Unit of Payment: Square Foot (SF)

1.3 BID ITEM NO. 3 – REMOVE & REINSTALL EXISTING FISH CLEANING STATION

- A. This bid item consists of removing existing fish cleaning station and reinstalling the fish cleaning station as specified in Section 024119 “Selective Structure Demolition.”
- B. Unit of Payment: Lump Sum (LS)

1.4 BID ITEM NO. 4 – PIER GUARDRAIL

- A. This bid item consists of furnishing and installing new pier guardrail as shown on the Drawings and as specified in Section 061333 “Pier Timberwork.”

- B. Unit of Payment: Linear Feet (LF)

1.5 BID ITEM NO. 5 – ROCK RIPRAP

- A. This bid item consists of constructing riprap as shown on the Drawings and as specified in Section 321110 “Rock Slope Protection.”

- B. Unit of Payment: Ton (TON)

1.6 BID ITEM NO. 6 – CONCRETE FOR GROUTED RIPRAP

- A. This bid item consists of providing concrete for grouted riprap and for filling void spaces under the access walkway as shown on the Drawings and as specified in Section 321110 “Rock Slope Protection.”

- B. Unit of Payment: Cubic Yard (CY)

1.7 BID ITEM NO. 7 – WALKWAY GUARDRAIL

- A. This bid item consists of removing and disposing of existing steel guardrail and constructing new guardrail along the access walkway as shown on the Drawings and as specified in Section 061333 “Pier Timberwork.”

- B. Unit of Payment: Linear Feet (LF)

1.8 BID ITEM NO. 8 – WATER PIPELINE

- A. This bid item consists of removal and disposal of existing water pipeline, furnishing and installing new water pipeline and supports, connections to existing water system, testing of the completed water pipeline, and all materials, equipment, and labor to construct the water pipeline system complete in place and as shown on the Drawings and as specified in Section 331100 “Water Utility Piping.”

- B. Unit of Payment: Lump Sum (LS)

1.9 BID ITEM NO. 9 – ELECTRICAL LIGHTING SYSTEM

- A. This bid item consists of removal and disposal of existing electrical system, furnishing and installing new electrical lighting system, connections to existing electrical system, testing of the completed system, and all materials, equipment, and labor to construct the electrical lighting system complete in place and as

shown on the Drawings and as specified in Section 265600 "Exterior Lighting System."

B. Unit of Payment: Lump Sum (LS)

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 012222

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes requirements and procedures for determining amount of work performed and for obtaining payment for work performed. This Contract included Work covered by both lump sum and unit prices.

1.2 DETERMINATION OF QUANTITIES

- A. Quantity of the work to be paid for under any item for which a unit price is fixed in the Contract Documents shall be the number, as determined by the District, of units of work satisfactorily completed in accordance with Contract Documents or as directed by the District. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as the District may consider appropriate for class of work measured. Contractor shall immediately inform the District of any disputes regarding quantity measurements and shall immediately supply the District with any documentation supporting such disputed measurements.
- B. For material specified to be paid for by the linear foot, the unit shall be measured on a horizontal plane.
- C. For material specified to be paid for by the square foot or square yard, the unit shall be measured on the horizontal plane surface area.
- D. For material specified to be paid for by each, the unit shall be measured by number of individual units.
- E. Material specified to be measured and paid for by volume will be inspected, estimated and recorded by the District for comparison with quantities submitted with requests for payment.

1.3 SCOPE OF PAYMENT

- A. Payment to the Contractor at the unit price or other price fixed in the Contract for performing the Work required under any item, or at the lump sum price fixed in the Contract for performing all work required under the Contract Documents, and as either may be adjusted pursuant to any approved Change Order, shall be full

compensation for completing, in accordance with the Contract Documents, all Work required under the item or under the Contract Documents, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.

- B. The Contract Sum, which includes both lump sum and unit price, shall be deemed to include all costs necessary to complete the required Work, individual Work item or unit price item, and shall also include any costs for loss or damage arising from nature of Work or, prosecution of the Work, or from action of elements. Unless the Contract Documents expressly provide otherwise, the Contract Sum and each individual bid item and unit price item, respectively, shall be deemed to include:
1. Any and all costs which may arise from any unforeseen difficulties encountered during, and all risks of any description connected with, prosecution of work, bid item or unit price item, respectively, until acceptance by the District;
 2. All expenses which may be incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in the Contract Documents;
 3. Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.
- C. Whenever it is specified herein that the Contractor is to do work or furnish materials of any class for which no price is fixed in the Contract Documents, it shall be understood that the Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. No payment shall be made for materials or equipment not yet incorporated into the Work.
- E. For the materials and equipment referenced as subject to payment prior to incorporation into the Work, where the Contractor requests payment on the basis of such materials and equipment not incorporated in the Work, the Contractor must satisfy the following conditions:
1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
 2. Full title to the materials and/or equipment shall vest in the District at the time of delivery to the site, warehouse or other storage location;
 3. Stockpiled materials and/or equipment shall be available for the District's inspection, but the District shall have no obligation to inspect them and its

inspection or failure to inspect shall not relieve the Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify this specific Contract Documents;

4. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at the Contractor's expense;
5. At its expense, the Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
6. The Contractor's application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that the District has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the District's interest therein, all of which must be satisfactory to the District. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous applications for payment for which they have not already been provided.

1.4 BASIS OF PAYMENT

- A. Unit Pay Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, Quantity of work to be paid for shall be actual number of units satisfactorily completed in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be on a Lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. The District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add Work not included in Bid, when in its judgment such change is in best interest of the District. No change in work shall be considered waiver of any other condition of the Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in the Contract Documents, because of any differences between amount of Work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

D. Notwithstanding the above provisions, the unit prices set forth in the Bid Form shall be utilized where they are applicable. If the Contract Change Order increases or decreases the quantity of an item of work by more than twenty-five percent (25%), such that the application of unit prices in the Bid will cause substantial inequity of the District or Contractor, unit prices will be adjusted as follows:

1. Increases of More Than 25 Percent. If the total pay quantity of work required under the Contract exceeds the estimated quantity set forth in the Bid therefore by more than 25 percent, no adjustment in unit price will be made unless the District or the Contractor so requests in writing not later than fifteen (15) days after substantial completion of the subject item of work. Such adjustment of the unit price will be the difference between the contract unit price and the actual unit cost of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the estimated quantity set forth in the Bid for such item, and in computing the actual unit cost, such fixed costs will be excluded.
2. Decreases of More Than 25 Percent. If the total pay quantity of any item of work required under the Contract is less than 75 percent of the estimated quantity set forth in the Bid therefore, but the item of work is not entirely eliminated, an adjustment in unit price pursuant to this paragraph will not be made unless the Contractor so requests in writing not later than fifteen (15) days after substantial completion of the subject item of work. Such adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost. The payment for the total pay quantity of such item of work shall in no case exceed the payment which would be made for the performance of 75 percent of the estimated quantity set forth in the Bid for such item at the contract unit price.

1.5 PROGRESS PAYMENTS

A. If requested by the Contractor, progress payments will be made monthly.

B. Payment Requests

1. Unless otherwise agreed, Contractor shall submit to the District, on or before the fifth (5th) day of each month, electronic (pdf) copy or five (5) hardcopies of a request for payment for the cost of the Work put in place during the period from the 1st day of the previous month to the 30th day of the previous month. If the Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in processing of the Contractor's payment request being delayed for more than a day-for-day basis.
2. Payment requests may include, but are not necessarily limited to the following:

- a. Material, equipment and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to seventy-five percent (75%) of the actual cost (not bid cost) of major equipment if purchased and delivered to the site or stored off site, as may be approved by the District.
 - c. Up to fifty percent (50%) of the actual cost (not bid cost) of materials specifically fabricated for the Project that are not yet incorporated into the Work, provided such materials are located on the Site.
3. The Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request.
 4. No progress payment will be processed prior to the District receiving all requested, acceptable schedule update information. No progress payment will be made unless Project Record Documents are being kept up to date.
 5. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order Number, and a description of the Work activities, consistent with the descriptions of original Work activities. The Contractor shall submit a monthly Change Order status log to the District.
 6. If the District requires substantiating data, the Contractor shall submit information requested by the District, with cover letter identifying Project, payment request number and date, and detailed list of enclosures. The Contractor shall submit one copy of substantiating data and cover letter for each copy payment request submitted.
 7. The Contractor shall promptly pay each Subcontractor or Subconsultant the amount to which such Subcontractor or Subconsultant is entitled, and shall, by an appropriate agreement with each Subcontractor or Subconsultant, require each Subcontractor or Subconsultant to make payments to its Sub-subcontractors or Sub-subconsultants in a similar manner. The Contractor shall submit on its behalf and on behalf of each Subcontractor or Consultant for which payment is being requested a conditional release of mechanics' lien in statutory form for the Work which is the subject of each progress payment request and an unconditional release of mechanics' lien in statutory form for the immediately preceding progress payment as to the Work of each.

C. Progress Payments

1. Upon receiving the Contractor's payment request, the District will review the payment request and make necessary adjustments to percent of completion of each activity. One copy (electronic/pdf or hardcopy) will be returned to the Contractor with description of adjustments made. All parties will update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. The payment request may be reviewed by the District and/or inspectors, for the purpose of determining that the payment request is a proper payment

request, and shall be rejected, revised or approved by the District pursuant to the cost breakdown prepared in accordance with this Section.

3. If it is determined that the payment request is not a proper payment request suitable for payment, the District shall return it to the Contractor as soon as practicable, but no later than five (5) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If the District determines that portions of the payment request is not proper or not due under the Contract Documents, then the District may approve the other portions of the payment request, and in the case of disputed item or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
4. As soon as practicable after approval of each request for progress payment, the District will pay to the Contractor in manner provided by law, an amount equal to ninety percent (90%) of the District's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of the District, Work is not proceeding in accordance with the Contract Documents, or the Contractor is not complying with requirements of the Contract Documents, or to comply with stop notices or to offset liquidated damages accruing or expected.
5. Retention will not be reduced if the Contractor, in opinion of the District is behind schedule.
6. Before any progress payment or final payment is made, the Contractor may be required to submit satisfactory evidence that the Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work.
7. Progress payment for the mobilization and demobilization of the Contractor under Bid Item for mobilization and demobilization will be paid under Section 01500 "Mobilization and Demobilization."

1.6 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with the Contract Documents, including the Contractor's maintenance after Final Acceptance, the District will pay to the Contractor, in manner provided by law, unpaid balance of contract price of Work, or whole contract price of Work if no progress payment has been made, determined in accordance with terms of the Contract Documents, less sums as may be lawfully retained under any provisions of the Contract Documents or by law.
- B. Prior progress payments shall be subjected to correction in the final payment. The District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by the Contractor under the Contract Documents, and shall be full measure of compensation to be received by the Contractor.

- C. The Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Agreement and Release of Any and All Claims, discharging the District, its officers, agents, employees and consultants of and from liabilities, obligations, and claims arising under the Contract Documents.

END OF SECTION

SECTION 024119

SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to the District.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 INFORMATIONAL SUBMITTALS

- A. Pre-demolition Photographs or Video: Submit before Work begins.

1.4 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 FIELD CONDITIONS

- A. The District will occupy portions of site adjacent to selective demolition area. Conduct selective demolition so the District's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by the District as far as practical.
- C. Notify District's representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous materials in the form of preservative treated timbers are present in structures to be selectively demolished. Examine site to become aware of locations where hazardous materials are present. Hazardous material waste management is specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS -- NOT USED

PART 3 - EXECUTION

3.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing environmental protection and resource agency notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

3.2 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the

nature and extent of conflict. Promptly submit a written report to the District's Representative.

- D. Engage a professional engineer to perform an engineering survey of condition of structure to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed and Reinstalled. Locate, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished:
 - 1. Arrange to shut off indicated utilities with District or utility companies.
 - 2. Piping Conduit and Wiring to Be Removed and Reinstalled: Remove portion indicated to be removed and cap or plug remaining portion with same or compatible material; clean and store materials; when appropriate, reinstall, reconnect and make system operational.
 - 3. Equipment: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.4 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of structure to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
 5. Prevent any materials from falling into the water.
 6. Dispose of demolished items and materials promptly.
- B. Do not demolish structure beyond what is indicated on Drawings without approval of District Representative.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the District Representative, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain the District's property, remove demolished materials from Project site.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of structure by method that will convey debris to grade level in a controlled manner; do not allow any debris to drop into the water.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off the District property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 061333

PIER TIMBERWORK

PART 1 - GENERAL

1.1 SUMMARY

Pier Timberwork consists of furnishing transportation, labor, materials and equipment to complete the pier timberwork.

1.2 REFERENCES

American Society for Testing and Materials (ASTM)

ASTMA A 36	Carbon Structural Steel International
ASTM A 123	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 307	Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTMA 563	Carbon and Alloy Steel Nuts.

American Wood-Protection Association (AWPA)

AWPA U1	Use Category System: User Specifications for Treated Wood
AWPA M4	Care of Preservative-Treated Wood Products

Supporting Organizations (Western Woods Preservers Institute) – Best Management Practices for use of Treated Wood in Aquatic and Other Sensitive Environments.

1.3 SUBMITTALS

A. Timber

- a. Submit shop drawings for treated timber showing dimensions of cut, framed, or bored members.
- b. Submit certification that timber materials and treatment meet specified requirements.
- c. Submit a delivery inspection list.
- d. Submit a certificate of compliance issued and signed by an accredited, independent, treated wood inspection agency certifying that the timber materials were inspected in compliance with the "Quality Assurance Inspection procedures for Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments" published by the "Supporting Organizations". The Best Management Practices (BMP) mark shall be shown on the certificate of compliance.
- e. Submit Material Safety Data Sheets (MSDS) associated with timber preservative treatment.

B. Plastic Lumber

- a. Submit the Manufacturer's Material Test Reports
- b. Submit the Manufacturer's Performance Data
- c. Submit Safety Data Sheets (SDS)
- d. Submit two (2) copies of printed literature for the product
- e. Submit a certificate of compliance for each shipment of plastic lumber. The certificate must be accompanied by a laboratory test report.
- f. Submit test samples for void testing.
- g. Submit results of stiffness tests.
- h. Submit shop drawings for the plastic lumber for review and approval by the District in electronic PDF Format 22 x 34 or 11 x17 size. The shop drawings must show:
 - i. Details for component layout and connections;
 - ii. Sequence of shop and field assembly;
 - iii. Installation procedures.

1.4 QUALITY ASSURANCE

A. Timber

- a. Timber materials and preservative treatment shall be certified by an independent inspection agency that the materials comply with specified requirements. Identify treatment on each timber by the quality mark of an agency accredited by the Board of Review of the American Lumber Standard Committee.
- b. Field inspect and submit a certification that each piece of lumber or treated timber bears the marking of the independent inspection for grade of lumber and for the preservative treatment. Inspect all preservative-treated wood, visually to ensure there are no excessive residual preservative deposits.

B. Plastic Lumber

- a. Submit Certification attesting that plastic lumber is from a manufacture with a minimum of 15 years in manufacturing structural plastic lumber.
- b. Standard lumber color will be selected by District based on samples provided by the Contractor.
- c. Void Testing
 - i. Before use in the work, the plastic lumber must be tested for both exterior and interior voids. Allow fifteen (15) days for void testing.
 - ii. Select two (2) samples of each size from each production lot of plastic lumber delivered to the job site for void testing.
 - iii. Exterior Void Test
 1. If the exterior voids of either of the two (2) test samples do not comply with section 2.1.B.2, select two (2) additional test samples and perform a retest. If the exterior voids of either of the two (2) additional test samples do not comply with section XX in the retest, reject the entire production lot of plastic lumber represented by the test samples.
 - iv. Interior Void Test
 1. After acceptance under the exterior void test, cut the test samples into 1-foot long segments. Examine the cut segments for interior voids.

2. If the interior voids of the cut section of either of the two (2) samples do not comply with section 2.1.B.3, select two (2) additional test samples and perform a retest. If the exterior voids of either of the two (2) additional test samples do not comply with section 2.1.B.3 in the retest, reject the entire production lot of plastic lumber represented by the test samples.

1.5 DELIVERY AND STORAGE

A. Timber

- a. Close-stack treated timber and lumber material in a manner that will prevent timbers from sagging or warping. Keep ground under and within 5 feet of stored lumber free of weeds, rubbish, and combustible materials. Protect materials from weather. Handle treated timber with ropes or chain slings without dropping, breaking, bruising, or penetrating surface with tools. Do not use cant dogs, peaveys, hooks, or pike poles. Protect timber and hardware from damage.
- b. Comply with all safety precautions indicated in MSDS.

B. Plastic Lumber

- a. Permanently mark each piece of plastic lumber with the manufacturer's name;
- b. Ship and store plastic lumber in a way that minimizes scratching or damage to the outer surfaces.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lumber and Timbers

1. Solid Sawn

Provide solid sawn lumber and timbers of stress-rated Douglas Fir-Larch No.1 or better, dressed S4S unless otherwise noted on the drawings or in these specifications. Each piece of lumber or timber shall be identified by the grade mark of a recognized association or independent inspection agency using the specific grading requirements of an association recognized as covering the species used. The association or independent

inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.

2. Preservative Treatment

Fabricate lumber and timbers before preservative treatment. Each piece of treated lumber or timber shall be tagged by the producer in accordance with AWPA U1, or certified by the Western Woods Preservers Institute "Check Mark" program. All lumber and timber shall be preservative treated in conformance with AWPA U1 UC4B. Preservative shall be ACZA with a minimum 0.6 pcf retention.

3. Drying After Treatment

Deck planks are required to be kiln-dried after treatment (KDAT) and marked accordingly prior to delivery.

4. Field treat cuts, bevels, and bore holes made in the field in conformance with AWPA M4.

5. Material shall be produced in compliance with the "Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments (BMPs)" published by the "Supporting Organizations".

B. Plastic Lumber

1. Plastic Lumber must:

- a. Be produced continuously and homogeneously without joints;
- b. Be straight and true and free from twist, curvature, bulging, or other deformations;
- c. Have a smooth outer layer with no visible voids;
- d. Not vary from the dimensions shown by more than ¼ inch for cross-sectional dimensions or one (1) inch for the length;
- e. Have total resistance to marine borers and dry rot;
- f. Not swell, shrink, or crack;
- g. Have wood grain texture;
- h. Comply with the requirements shown in the following table:

Quality Characteristics	Test Method	Requirement
Specific Gravity	ASTM D6111,	0.025 to 0.030
Water absorption	ASTM D570-98	Less than 0.10
Modulus of Elasticity	ASTM D6109-05	220,000 psi - minimum
Secant Modulus at 1% strain	ASTM D6109-05	135,000 psi - minimum
UV deterioration (hardness change, percent after 500 hours of exposure, max)	ASTM D4587 ^a ASTM D2240, Type D	Skin: 10
Stress at 3% strain Flexural Property	ASTM D6109-05	2,000 psi - minimum
Screw Withdrawal (lbs per inch of depth)	ASTM D6117-97	600 lbs - minimum
Coefficient of thermal expansion (inch per inch per degree F)	ASTM D6241-98	0.00003 average
Ignition temperature (°C)	ASTM D1929	> 340

^a ASTM D4329 using UVA 340 bulbs operating at a UV intensity of 0.77 W/m²/nm measured at 340 nm. The exposure cycle must be 4 hours of ultraviolet (UV) exposure at 60 °C and 4 hours of condensate (CON) exposure at 40 °C.

2. For the exterior voids at each exposed end of plastic lumber:
 - a. Maximum dimension of any void must not exceed one (1) inch.
 - b. Total number of voids with a maximum dimension greater than ¼ inch must not exceed four (4).
3. For the interior voids at each exposed end of plastic lumber:
 - a. Maximum dimension of any void must not exceed a half (1/2) inch.
 - b. Total area of voids in a cut section must not exceed five (5) percent of the total cross-sectional area.

C. Hardware

1. Miscellaneous Fasteners.
 - a. Provide bolts, nuts, washers, drift bolts and drift pins, dowels, nails, screws, spikes, and other fasteners. Bolts shall conform to ASTM A 307, nuts to ASTM A 563 of the and size shown unless otherwise indicated on the drawings. Bolts and lag screws shall

have cast-iron ogee, malleable iron washers, or plate or cut washers under head and nut as indicated.

2. Miscellaneous Connectors

- a. Fabricate timber connectors from ASTM-A36 plate and hot dip galvanize after fabrication unless otherwise indicated on the drawings.

3. Zinc-Coating

- a. Galvanize all steel hardware by the hot-dip process in accordance with ASTM A 123 or ASTM A 153, as applicable.

PART 3 EXECUTION

3.1 CONSTRUCTION

A. General

1. Timber

- a. Cut, bevel, and face timbers prior to plant preservative treatment to the maximum practical extent.

2. Plastic Lumber

- a. Install plastic lumber by following the manufacturer's instructions.
- b. Cut, bevel, drill, counterbore, and otherwise fabricate plastic lumber under the manufacturer's instructions. Fabricate lumber in the manufacturer's plant to the greatest extent possible.
- c. Holes for bolts in plastic lumber shall be bored 1/16 inch larger in diameter than the bolt to be placed. Holes for lag screws must be bored to a diameter recommended by the manufacturer's instructions.
- d. Reject plastic lumber elements that are split, broken, warped, or otherwise damaged.

B. Framing

1. Cut and frame lumber and timber so that joints will fit over contact surface. Open joints are unacceptable. Shimming is not allowed. Countersink hardware wherever smooth faces are indicated

C. Fastening

1. Vertical bolts shall have nuts on the lower end. Where bolts are used to fasten timber to timber, timber to concrete, or timber to steel, bolt members together when they are installed and retighten immediately prior to final acceptance of contract. Provide bolts having sufficient additional threading to provide at least 3/8 inch per foot thickness of timber for future retightening. Provide timber connectors of types indicated.

D. Decking

1. Make decking of a single thickness of plank supported by stringers. Grade planks as to thickness and lay so that adjacent planks vary less than 1/8-inch. Butt splices in decking shall occur only at a supporting stringer. Splices shall be staggered by a minimum of 4' unless otherwise indicated or approved by the District's Representative.
2. When placing the salvaged timber planks, the planks shall be flipped so that the previously exposed side is facing downward, with tight butt splices and with 1/4" gap maximum between parallel planks. No allowance for shrinkage shall be included. Nails shall be installed in the same locations as previously used.
3. For new timber planks, planks shall be laid with heart side down, with tight butt splices and with 1/4" gap maximum between parallel planks. Decking gaps after shrinkage shall be 1/2" maximum; gaps after swelling shall not cause buckling of decking. Cut ends of planks parallel to centerline of pier.
4. New deck planks shall be pre-drilled prior to driving of nails. Nails shall be installed using a powered hammer. Provide nail size to match existing decking. Place nails not less than 2 1/2-inches from edges of the plank.

E. Guard Railing

1. Set railing posts by bolting through outside stringer, as indicated on the Contract Drawings. Butt splices in rails shall occur only at support posts. Stagger rail splices by a minimum of 4 ft. Lay cap rail with tight joints.
2. For Guardrails for the Access Walkway, provide an Expansion-Contraction Gap at every 50 linear feet of length or less for straight runs of guardrail. The gap shall be accomplished by cutting all the longitudinal rails to have a

one-inch gap separating the cut ends of each rail. The gap shall be located equidistant from the adjacent posts.

3.2 FIELD TREATMENT

A. Timberwork

1. Field treat cuts, bevels, notches, re-facing and abrasions made in the field in treated lumber and timbers in accordance with AWPA M4. Trim cuts and abrasions before field treatment. Paint depressions around bolt holes, including recesses formed by counterboring, with the same preservative used to treat the timber; and after bolt or screw is in place, fill with hot pitch or a bitumastic compound.

B. Galvanized Surfaces

1. Repair and recoat zinc coating which has been field or shop cut, burned by welding, abraded, or otherwise damaged to such an extent as to expose the base metal. Thoroughly clean the damaged area by wire brushing and remove traces of welding flux and loose or cracked zinc coating prior to painting. Paint cleaned area with two coats of zinc oxide-zinc dust paint.

END OF SECTION

SECTION 265600
EXTERIOR LIGHTING SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section shall apply to all phases of Work specified, indicated in the Contract Documents, and as required to provide for a complete installation of electrical and lighting systems for the Project, including but not limited to:
 - 1. Rigid steel conduit and rigid non-metallic conduit.
 - 2. Wire, cable, and wiring connections and terminations.
 - 3. Junction and pull boxes.
 - 4. Lighting fixtures complete with drivers and LED modules, and lighting controls.
- B. Related Work: Consult all other Sections, determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete installation.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Special Provisions and Division 1 Specification Sections, apply to this Section.
- B. Earthwork: Include trenching, backfilling, boring and soil compaction as required for the installation of underground conduit, in-grade pull boxes, vaults, etc.
- C. Miscellaneous Metal Work: Include fittings, brackets, backing, supports, "Unistrut" systems, rods, welding and pipe as required for support and bracing of raceways, lighting fixtures, panelboards, etc.
- D. Painting: Include surface preparation, priming and finish coating as required for exposed galvanized conduit, pull and junction boxes, etc.

1.3 REFERENCES

- A. ANSI /NFPA 70 – National Electrical Code (NEC)
- B. ASTM – American Society for Testing and Materials
- C. IES – Illuminating Engineering Society of North America
- D. NEMA – National Electrical Manufacturers Association
- E. UL – Underwriters Laboratories, Inc.

1.4 SUBMITTALS

- A. Submit the following items:
 - 1. Data/catalog cuts for each product and component specified herein, listing all physical and electrical characteristics, dimensions, and ratings indicating compliance with all listed standards.
 - 2. Clearly mark on each data sheet the specific item(s) being submitted and the proposed application.
 - 3. Photometrics from an independent testing laboratory calculated according to IES standards. Photometrics shall include candlepower distribution curve and table with minimum 10 degree increments or smaller degree increments for narrow distribution fixtures.
 - 4. Warranty statements on equipment.
 - 5. Complete operating and maintenance instruction on equipment furnished.
 - 6. Record drawings:
 - a. Record drawings shall indicate the location of all light fixtures, circuiting and controls.

1.5 QUALITY ASSURANCE

- A. All materials, equipment, and parts required for any lighting system repairs or replacements shall be new.
- B. Craftsmen skilled in the trade involved shall install work performed under this Division.

- C. Work shall be performed in accordance with all applicable requirements of the listed edition of all governing codes, rules and regulations including but not limited to the following minimum standards, whether statutory or not, adopted by County of Sonoma:
1. California Electrical Code (CEC), Latest edition.
 2. California Building Code (CBC), Latest edition.
 3. California Fire Code (CFC) and NFPA 72 Latest edition adopted by the County.
 4. National Electrical Code (NFPA 70), Latest edition adopted by the County.

1.6 COORDINATION

A. Coordination of Work:

1. Coordinate requirements to ensure the timely completion of the project and to avoid disrupting the operations and security of the Marina.
2. Meet with the Owner's Representatives, other contractors working on the site or in adjacent areas, Utility Companies, and other agencies at dates, times, and locations when required by the County.
3. Examination of site: The Contractor shall visit the site and thoroughly review the locale, working conditions, conflicting utilities, and the conditions in which the electrical work will take place. Verify all existing conditions, equipment locations, conduit, wiring, and circuiting in the field. No allowances will be made subsequently for any costs that may be incurred because of any error or omission due to failure to examine the site.
4. The Contract Drawings indicate diagrammatically the approximate location or arrangement of conduit runs, equipment, etc. Existing available circuits for lighting, and controls, will require verification for connection to new equipment. Judgment shall be exercised in executing the Work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference with structural conditions. The Contract Documents are not intended to show every detail, part, support, final connection, accessory, or every structural difficulty that may be encountered during the Work. Except as otherwise indicated, locations of items are approximate only. Exact locations necessary to

secure proper conditions, points of connection, and results shall be determined at Project Site.

5. Notify the County Engineer in writing, of dimensional discrepancies or other conditions detrimental to proper performance of the Work.

PART 2 – PRODUCTS

- 2.1 Galvanized Rigid Conduit (GRC): Provide standard weight steel that is hot-dipped galvanized steel conduit both inside and out after threading, with threaded connectors and couplings complying with UL 6 and ASTM A53, Electro galvanizing is not permitted. Intermediate Metal Conduit, IMC, shall not be permitted.
- 2.2 Rigid Plastic Conduit: Provide heavy wall, 90 deg C rated, virgin polyvinyl chloride Schedule 80 with solvent welded joints, conforming to Underwriters Laboratories, Inc. (U.L.) requirements, listed for exposed and direct burial application.
- 2.3 Conductors shall have Underwriters Laboratories, Inc. (UL) listed 600-volt insulation of type specified below or elsewhere in the Specifications. Conductors shall be copper.
 - A. Branch Circuits - Lighting and Power
 1. #10 AWG and smaller, solid wire type THW or THHN/THWN, THHW
 2. #8 AWG and larger, stranded type THW or THHN/THWN.
 - B. For conductors installed in exposed conduit, provide type THWN or XHHW.
- 2.4 Pull and junction box:
 - A. Provide pull boxes of type as indicated on drawings. Boxes shall be sized in accordance with NEC and Serving Utility requirements.
 - B. Boxes above ground shall be NEMA 4X 316 stainless steel corrosion resistant, watertight, with watertight fittings approved for use with each pull box, or cast aluminum weather-proof where called out on drawings.
 - C. Boxes in-ground shall be pre-cast concrete with traffic covers, or as required by the County.
 - D. Boxes below deck shall be NEMA 4X non-metallic with matching gasketed watertight covers secured to box with stainless steel hardware.
- 2.5 Lighting fixtures: Provide complete with lamps, drivers, mounting accessories, controls, etc. for a proper installation. Fixtures and components shall be installed in accordance with the manufacturer's installation instructions.

- A. Voltage shall be as specified on the Drawings.
- B. Lighting fixtures and associated equipment shall be UL listed.
- C. Lighting controller shall be 7-day astronomic digital with holiday feature, photo-sensor input, 120 /277V, NEMA 3R indoor/outdoor enclosure as manufactured by Tork or equal.
- D. Photo-sensor control shall be 120V, adjustable, die-cast aluminum, 1800VA as manufactured by Tork or equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine each lighting fixture to determine suitability for lamps specified.
- B. Verify site conditions for suitability of installation. If conditions exist that prevent fixture from being installed at proposed mounting locations, do not install until the situation is remedied. Any revisions in fixture locations as shown must be approved by the County.

3.2 INSTALLATION

- A. Support conduits, junction boxes, etc. where mounted to structure as required by code. Provide 316 stainless steel fastening material, including channels, straps, and hardware.
- B. Conductor splices in damp or wet locations, or where located in pull boxes or manholes, shall utilize cast resin type, watertight connections.
- C. Conductors #10 AWG and smaller shall have color coded insulation as follows:

1. Wire Color Coding

Wire	240/120 V
Neutral	White
Phase A	Black
Phase B	Red
Ground	Green

- D. Lighting fixtures shall be installed in conformance with fixture manufacturer's written instructions, applicable requirements of NEC, NEMA standards, and with recognized industry practices.
- E. Install fixture supports, brackets, etc. at locations indicated and with manufacturer's installation instructions.
- F. Controls, switches, etc. shall be concealed in dry waterproof accessible locations unless directed otherwise.

3.3 FIELD QUALITY CONTROL

- A. Test all electrical feeders and conductors installed for the lighting and control system under this contract. Test for continuity of each circuit.
- B. Test for grounds in each circuit that shall consist of the physical examination of the installation to ensure that all required ground jumpers, devices, and appurtenances do exist and are mechanically firm.
- C. Field inspect and test each luminaire after installation for proper connection and operation.
- D. Verify that lenses, fixture trim, diffusers, housings, etc. are thoroughly cleaned as recommended by the manufacturer.
- E. Contractor shall provide all necessary tools and equipment to adjust the control equipment to the County's time/date schedule requirements.
- F. Contractor shall inspect and test entire electrical systems provided by this contract to verify equipment and controls are correctly operating.

3.4 DEMONSTRATION

- A. Contractor shall train Maintenance personnel on the operation and maintenance of the lighting system and controls.
- B. Contractor shall supply Maintenance personnel with a list of replacement parts and lamps for each fixture type on the project.

3.5 PROTECTION

- A. Once installed, lighting fixtures shall be protected from damage throughout remainder of construction period.

END OF SECTION

SECTION 321110
ROCK SLOPE PROTECTION

PART 1 – GENERAL

1.1 SUMMARY

- A. The work under this Section consists of furnishing all labor, materials, equipment, transportation, services and supervision, and any incidentals required for the installation of concreted-rock riprap and filling the voids on the Breakwater as shown. Slope stabilization work includes furnishing, delivery, and placement of riprap.

1.2 REFERENCES

California Department of Transportation (CALTRANS) State Standard Specifications; Section 72-2 "Rock Slope Protection" and Section 90 "Portland Cement Concrete".

California Test CA 206 Apparent Specific Gravity

California Test CA 206 Absorption

California Test CA 229 Durability Index

1.3 SUBMITTALS

- A. Work Plan and Schedule: The Contractor shall submit a work plan and schedule that describes equipment, delivery, staging areas, stockpile locations, placement methods and sequences planned to be used in the placement of rock riprap. This plan and schedule shall be provided for review by the District prior to delivery of material.
- B. Quality Control Plan: The Contractor shall be responsible for control of all materials used in the work, including all sampling and testing. The Contractor shall submit a Quality Control Plan that includes, at a minimum, the sampling and testing procedures, including testing laboratory name, address and point of contact.
- C. Protection of Existing Features: The Contractor shall describe the means and methods to protect existing features to remain.

D. Riprap Source and Test Data: The Contractor shall submit test-based certification by an independent testing agency that the rock materials from rock source meets specified requirements. Specific items in this submittal shall include:

1. Name of Quarry and Testing Laboratory
2. Apparent Specific Gravity (CA206)
3. Absorption (CA 206)
4. Durability Index (CA 229)
5. Abrasion Resistance
6. Sulphate Soundness

E. As-Built Drawings: The Contractor shall maintain a set of as-built drawings showing the actual location of riprap placement and shall indicate all modifications to and deviations from the Contract Drawings. The Contractor shall submit updated as-built drawings after completion of the riprap placement.

1.4 QUALITY ASSURANCE

A. The Contractor shall make all arrangements, pay all royalties, and secure all permits for the procurement, furnishing and transporting of rock. If stone being furnished by the Contractor does not fully meet all requirements of these specifications, the Contractor shall furnish, at no additional cost to the District, other stone meeting requirements of these specifications and remove unacceptable rock from the site and dispose in accordance with federal, state and local regulations.

PART 2 – PRODUCTS

2.1 MATERIALS

A. RIPRAP

1. Per Section 72-2.0B “Rock” of the State Standard Specifications and as specified herein. All rock used shall be quarry rock, angular, close-grained and hard. Rock shall be free of seams or thin layers of soft or decomposed material to the end that it will not shatter, disintegrate, break down or open up on dumping or upon prolonged exposure to weather and wave action.
2. Quality: Conform to the following requirements:

Test	Method	Requirements
Apparent Specific Gravity	CA 206	2.65 Min.
Absorption	CA 206	4.2% Max.*
Durability Index	CA 229	52 Min.

*Based on the formula listed below, absorption may exceed 4.2 percent if DAR is greater than 10. Durability Index may be less than 52 if DAR is greater than 24.

$$\frac{\text{Coarse Durability Index}}{\% \text{ Absorption} + 1} = \text{Durability Absorption Ratio (DAR)}$$

3. Riprap which does not conform to specified requirements shall be rejected. The presence of unsatisfactory riprap or cobble stone or objectionable foreign material shall be reason for rejection of the entire load. Such load of material shall be removed from the work and disposed of at the Contractor's expense.
4. Approval of a riprap or cobble stone source shall not be construed as a waiver of the right of District to require the Contractor to furnish material which complies with these specifications. Materials produced from localized areas, zones or strata of an approved quarry will be rejected when such materials do not comply with these specifications.
5. Gradations: The material shall be well graded. It shall be neither gap-graded, nor consist of essentially only one size. The riprap shall be blocky with its greatest dimension no greater than 3 times the least dimensions.
6. The riprap shall conform to the following grading requirements:

<u>Rock Size</u>	<u>Percent Larger Than:</u>
200 lbs	0 – 5
75 lbs	50 – 100
25 lbs	95 – 100

B. CONCRETE

1. Concrete shall conform to the requirements in Section 72 "Rock Slope Protection", and Section 90 "Portland Cement Concrete" of the State Standard Specifications.
2. Slump: Maximum 4".

PART 3 – EXECUTION

3.1 RIPRAP PLACEMENT

- A. Place riprap in areas shown on the drawings. Placement of new riprap shall not damage the existing riprap slope protection
- B. The Contractor shall sequence work to minimize the risk of slope failures, and in the event of a failure, the Contractor shall remove all material mobilized by the slide, to the underlying undisturbed material, and shall reconstruct the failed slope to its original lines and grades at no additional compensation.
- C. Placement shall be Method B for underlayer rock per Section 72-2.03C of the State Standard Specifications. In order to achieve slope uniformity and solid seating of armor rock, nudge all high-riding rocks with a normal-to-slope strike of the placement bucket. Nudging shall be carefully controlled to prevent dislodgement of more distant rocks in the mound, with impact sufficient only to consolidate the immediate area around the rock being nudged so as to bring it within tolerance limits and lock it firmly in place.
- D. Tolerances: Minus zero feet and plus 0.5 feet with respect to neat lines and measured perpendicular to the slope.
- E. Misplaced Materials. Any misplaced rock shall be removed by the Contractor at no additional compensation.
- F. Concrete Placement: Place concrete to fill voids under the access walkway and for grouted riprap. Concrete shall not be placed under water or in contact with water. Concrete placement shall be done during low tides in accordance with the schedule provided in the approved Work Plan.
- G. Additional Rock: Prior to final acceptance of the project, if additional rock is required to conform to the sections on the drawings, the Contractor shall return to the points requiring such additional rock and place same.

END OF SECTION

SECTION 331100

WATER UTILITY PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. The work of this Section consists of furnishing and installing items needed to repair and or replace the water supply plumbing system and all appurtenances required complete in place, including all required testing, certificates and spare parts as indicated on the Project Drawings, as specified in these Specifications and as directed by the Engineer.

1.2 SUBMITTALS

A. Product Data

- Pipe and fittings
- Pipe hangers and supports

1.3 QUALITY CONTROL

- A. Plumbing systems including fixtures, equipment, materials, installation, and workmanship shall be in accordance with the Uniform Plumbing Code except as modified herein. In the Plumbing Code referred to herein, the advisory provisions shall be considered mandatory, as though the word "shall" had been substituted for the word "should" wherever it appears; reference to the "authority having jurisdiction," the Administrative Authority, the Plumbing Official, and the Design Engineer shall be interpreted to mean the District.

1.4 REFERENCE STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

American Society of Mechanical Engineers (ASME)

ASME/ANSI B16.3 Malleable iron Threaded Fittings Classes 150 and 300

American Society of Testing and Materials (ASTM)

ASTM A 53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

Manufacturers Standardization Society Of The Valve And Fittings Industry, Inc. (MSS)

MSS SP-58 Pipe Hangers and Supports - Materials, Design and Manufacture

MSS SP-69 Pipe Hangers and Supports - Selection and Application

PART 2 - PRODUCTS

2.1 POTABLE WATER PIPING

A. Hot Dip Galvanized (HDG) Pipe

HDG pipe shall conform to ASTM A 53, Schedule 40, with ASME/ANSI B16.3 malleable iron hot-dip galvanized threaded fittings, Class 150.

B. Pipe Hangers and Supports

Provide MSS SP-58 and MSS SP-69, Type 26 flush mount pipe strap, HDG, except as specified or indicated otherwise. Attach to wood with drilled hole on centerline and HDG lag bolts.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation of plumbing systems including equipment, materials, and workmanship shall be in accordance with the Plumbing Code, except as modified herein.

1. Pipe Supports (Hangers)

Provide additional supports at the concentrated loads in piping between supports, such as for flanged valves.

Maximum spacing shall be 4 ft between supports

3.2 FIELD QUALITY CONTROL

A. Inspections

Prior to initial operation, inspect piping system for compliance with drawings, specifications, and manufacturer's submittals.

B. Field Testing

Before final acceptance of the work, test each system as in service to demonstrate compliance with the contract requirements. Perform the following tests in addition to the tests specified in the Plumbing Code, except as modified herein. Correct defects in the work provided by the Contractor, and repeat tests until work is in compliance with contract requirements. Furnish water, electricity, instruments, connecting devices, and personnel for performing tests.

1. Water Piping

Hydrostatically test the water system for no leakage and reduction in gage pressure for 2 hours.

END OF SECTION

CONTRACT NO. 2017-11
Fishing Pier Rehabilitation
BID FORM

SAN MATEO COUNTY HARBOR DISTRICT

CONTRACT NO. 2017-11

Pillar Point Fishing Pier Rehabilitation

BID FORM

**TO: SAN MATEO COUNTY HARBOR
DISTRICT EL GRANADA, CA**

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this bid to execute a contract in accordance with its bid, the bid documents and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, and Addenda, if any, are made a part of this bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

Bids below include all applicable charges, including labor, insurance, bonding, and other costs necessary for the furnishing of all equipment and the performance of all services called for under the Contract. Prices quoted shall include all sales or use taxes.

BIDDER SHALL SUBMIT QUOTES FOR ALL ITEMS

CONTRACT NO. 2017-11

Pillar Point Fishing Pier Rehabilitation

ITEM #	DESCRIPTION	UNIT	QTY	AMOUNT
1	Remove & Reinstall Existing Pier Decking	LS	1	
2	Pier Decking	SF	56	
3	Remove & Reinstall Existing Fish Cleaning Station	LS	1	
4	Pier Guardrail	LF	216	
5	Rock Riprap	TON	355	
6	Concrete for Grouted Riprap	CY	20	
7	Walkway Guardrail	LF	610	
8	Water Pipeline	LS	1	
9	Electrical Lighting System	LS	1	
TOTAL BID PRICE				\$

The Bid Form must be signed below in accordance with the General Conditions and Special Provisions. Bids submitted in any other form will be considered non-responsive and may be rejected.

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone Number: _____ Facsimile Number: _____

E-Mail Address: _____

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract proposal with full authority to do so.

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of _____

* If the Bidder is a corporation, this Bid Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Bid Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so:

Joint Venture Name composed of: _____ By _____ Title _____
_____ By _____ Title _____

DOCUMENTS TO ACCOMPANY BID:

- _____ The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Special Provision 1.10, in an amount equal to at least ten percent (10%) of the Total Bid Price
- _____ Certificate of Insurance in accordance with Special Provision 4.1.C
- _____ List of Subcontractors
- _____ Acknowledgment of Addenda, if any
- _____ Qualification Questionnaire
- _____ Proof of DIR Registration in accordance with Special Provision 5.15
- _____ Non-Collusion Declaration

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the District, in the sum of _____ (\$ _____) being at least ten percent (10%) of the total amount of the bid of the Principal above named for **CONTRACT NO. 2017-11, Pillar Point Fishing Pier Rehabilitation**, for the payment of which sum in lawful money of the United States, well and truly to made to the District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

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

Dated _____ 2019.

(SEAL)

Principal:

By: _____

By: _____

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

Surety:

By: _____

By: _____

Note: Signatures of those executing for surety must be properly notarized.

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER	
PRODUCER <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">- S A M P L E -</div>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
INSURED NAMED INSURED AND ADDRESS		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.						
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDD/YY)	POLICY EXPIRATION DATE (MMDD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMPIOP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
						\$
					BODILY INJURY (Per person)	\$
						\$
					BODILY INJURY (Per accident)	\$
						\$
					PROPERTY DAMAGE	\$
						\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
						\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER				CANCELLATION		
				SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.		
				BY: CATEGORY _____		
VALID AS OF:						

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's proposal.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

ACKNOWLEDGMENT OF ADDENDA

Pillar Point Fishing Pier Rehabilitation

The undersigned Bidder acknowledges receipt of the following addenda, if issued, to the Bid Documents. If none received, write "None Received".

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Signature: _____

Print Name: _____

Title: _____

1. How many years has your organization been in business as a contractor under your present name?

2. How many years' experience:

a) As a prime contractor: _____

b) As a subcontractor: _____

3. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? _____

Registration No.: _____ Registration expiration date: _____

****BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>****

4. List below at least three contracts your organization has performed in the last five years involving the demolition of structures in a marine environment.

CONTRACT \$ AMOUNT	PERCENT COMPLETED	CONTRACTING AGENCY AND ADDRESS, NAME AND PHONE OF OWNER/AGENCY REPRESENTATIVE

(Use separate sheet if more listing space is needed.)

5. Have you ever failed to complete any work awarded to you, or have you ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation?

() Yes () No

If so, where and why? _____

6. The Contractor shall dispose of any hazardous wastes under its own EPA generator number. Please provide your EPA Generator Number:

7. What is the construction experience of the principal officers and key employees (including superintendents) of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY

8. List facilities that are available for anticipated work. (In Column 3, indicate ownership status of equipment and facilities if available: O-Own, L-Lease.)

QTY.	ITEM (DESCRIPTION, SIZE, CAPACITY, ETC.)	OWNERSHIP	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

9. Give information below about all your contract work underway or to which you are committed.

TYPE OF WORK	LOCATION	VALUE	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	FOR WHOM PERFORMED

10. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work.

NAME	ADDRESS	BUSINESS

REFERENCES

1. Please list 3 bank references familiar with the Bidder's accounts:

a) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

b) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

c) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signature of Bidder

Title

Date

San Mateo County Harbor District

504 Avenue Alhambra, 2nd Floor, PO Box 1449
El Granada, CA 94018

For Immediate Release

DATE: June 5, 2019

Contact: John Moren
San Mateo County Harbor District
(650) 583-4962

El Granada, CA

PUBLIC NOTICE

INVITATION TO

BID

NOTICE IS HEREBY GIVEN that the San Mateo County Harbor District will receive sealed bids for the **Pillar Point Fishing Pier Rehabilitation. Repair of existing fishing pier and access pathway (on rock breakwater). Repair to timber pier to include removal/reinstallation of deck planks, new deck boards where needed, new guardrail, new utility conduit and conductors. Repair to access path to include rock placement, fill as needed, new timber bullrail, new guardrail.** Prospective Bidders are directed to the San Mateo County Harbor District's website for construction documents and further information.

Sealed Bid Proposals shall be submitted to the San Mateo County Harbor District, Administration Office, **no later than 2:00 pm local time on July 10, 2019**, at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018.

PROJECT BID SPECIFICATIONS ARE IMMEDIATELY AVAILABLE at the San Mateo County Harbor District, 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 or on the District's website at www.smharbor.com. Phone 650-583-4962.

A NON-MANDATORY pre-bid conference will be held on **June 18, 2019 at 10:30 am** at the **Office of the Harbor Master at 1 Johnson Pier, El Granada, CA.**

Bid and Material & Labor Bonds are required as part of this agreement.

The District reserves the right to reject any and all bids and to waive any irregularities therein. The award of this contract shall be made to the lowest responsible and responsive bidder. No proposals will be accepted by facsimile or electronic mail.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE SAN MATEO COUNTY HARBOR DISTRICT, (hereinafter referred to as "District") has entered into a Contract with _____ (hereinafter referred to as "Principal") for the **CONTRACT NO. 2017-11, Pillar Point Fishing Pier Rehabilitation** ("Contract"); and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as Surety are held and firmly bound unto the District, in the penal sum of

_____ Dollars (\$_____) lawful money of the United States, being a sum equal to one hundred percent (100%) of the total amount payable under the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be removed; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the District for all costs the District incurs in completing the Contract,

including consequential damages and costs associated with resoliciting the Contract, if applicable, negotiation, and completion of the project, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
notarial seal attached.

By: _____

By: _____ and

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the San Mateo County Harbor District (District), hereinafter called the OBLIGEE, or order in the sum of _____ (\$ _____ .00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for **CONTRACT NO. 2017-11, Pillar Point Fishing Pier Rehabilitation** and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein.

SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
notarial seal attached.

By: _____

By: _____ and

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____

On _____, 2019 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2018 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.