ITEM NO. 9

STAFF REPORT

CITY OF OCEANSIDE

DATE: May 20, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL CONTRACTOR SERVICES AGREEMENT WITH BALLARD MARINE CONSTRUCTION FOR STEEL PIPE BRACE REPLACEMENT ON THE OCEANSIDE MUNICIPAL PIER AND APPROVAL OF BUDGET TRANSFERS**

SYNOPSIS

Staff recommends that the City Council approve a Professional Contractor Services Agreement with Ballard Marine Construction of Oakland in an amount not to exceed $200,000 to replace 67 steel pipe braces on the Oceanside Municipal Pier; approve budget transfers in the amount of $175,000 from the Pier Deferred Maintenance Account and $25,000 from the use of assigned reserves – Pier Maintenance Account to the Pier Brace Replacement Project Account to fund the project; and authorize the City Manager to execute the agreement.

BACKGROUND

The Oceanside Municipal Pier was constructed in the mid-1980s with timber piles, steel pipe braces and wood pile caps, stringers and deck planking. Many of the steel pipe braces have outlived their useful service life and have been replaced over the years in an ongoing maintenance program. To date, 660 of the original 2000 braces have been replaced beginning at the west end of the pier at Bent 89 up to Bent 60. This project will begin at Bent 59 and continue eastward. Each year, staff contracts out the replacement of as many braces as possible with limited funding.

In March 2015 the City solicited proposals from qualified private companies to perform the work. Requests for proposals were sent to contractors on the City's vendor list as well as notices on the Internet.

ANALYSIS

Three proposals were received. Each company's overall qualifications, including the qualifications of key personnel and prior project experience were considered critical. While cost was a very important consideration, it was not the only deciding factor. Exhibit A lists the three companies with their price per brace bid amount based on replacing up to 50 braces (Alternate #1) or replacing 51 to 100 braces (Alternate #2) depending on the available funding. Staff ranked Ballard Marine first and it is also the low bidder.

FISCAL IMPACT

The total cost of the project will not exceed $200,000. The project will be funded from the Pier Brace Replacement Project Account (907131700581.5305) with $175,000 transferred from the Pier Deferred Maintenance Account (425421581.5305) and $25,000 from the use of assigned reserves – Pier Maintenance Account (581.3020.0187).

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Contractor Services Agreement with Ballard Marine Construction of Oakland in an amount not to exceed $200,000 to replace 67 steel pipe braces on the Oceanside Municipal Pier; approve budget transfers in the amount of $175,000 from the Pier Deferred Maintenance Account and $25,000 from the use of assigned reserves – Pier Maintenance Account to the Pier Brace Replacement Project Account to fund the project; and authorize the City Manager to execute the agreement.

PREPARED BY:

Kiel Koger
Public Works Division Manager

SUBMITTED BY:

Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Peter A. Weiss, Assistant City Manager

Jane McPherson, Interim Financial Services Director

Exhibit A: Bidder's List
Exhibit B: Professional Contractor Services Agreement

EXHIBIT A

BID SUMMARY

Bidder	Alternate #1 (0-50 braces)	Alternate #2 (51-100 braces)
1. Ballard Marine	$2,800 per brace	$2,615 per brace
2. John S. Meek Co.	$3,584 per brace	$3,584 per brace
3. NEWest Construction	$5,500 per brace	$5,000 per brace

CITY OF OCEANSIDE
MUNICIPAL FISHING PIER
BRACE REPLACEMENT PROJECT (425421581)

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT, dated April 17th, 2015 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and **Ballard Marine Construction, Inc.** hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Replacement of 67 steel pipe braces from the City of Oceanside Municipal Fishing Pier in accordance with the attached Specifications for Pier Brace Replacement Project (Exhibit A) which includes the General Conditions and Project Specifications as well as the as-built plans. The CONTRACTOR shall provide all equipment, labor, materials and incidentals necessary for the completion of this work according to following specifications. The location of the bracing to be replaced begins at Bent No. 59 and continues eastward. The bracing from Bent No. 89 through Bent No. 60 has already been replaced.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is 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 the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and

employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner

of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

5. **CONTRACT BONDS (for contracts exceeding $25,000).** If the total contract price specified in Section 8 of this Agreement exceeds $25,000, or if any amendment to this Agreement causes the total contract price to exceed $25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:

- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects.

- Payment Bond that meets the requirements of California Civil Code section 9554, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement

6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

   CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONTRACTOR under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONTRACTOR free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONTRACTOR. CONTRACTOR may retain a copy of all material produced under this Agreement for the purpose of documenting CONTRACTORs participation in this project.

8. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of two hundred thousand and zero dollars ($200,000.00). Payment for this work shall be per steel pipe brace replaced ($2,615.00 per brace) and shall include full compensation for all scaffolding, labor, materials, layout, tools, equipment, and any other incidentals required for completion of this work in its entirety. There shall be no further compensation for this work with the exception of the replacement of connection brackets on an as-needed basis. Payment for the replacement of connection brackets shall be $485.00 per bracket.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the Public Works Division Manager. CONTRACTOR shall obtain approval by the Public Works Division Manager prior to performing any work that result in incidental expenses to CITY.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within 45 working days after arrival of the fabricated steel braces. Up to 8 weeks will be allowed for the pipe brace and bracket fabrication and coating after the notice to proceed.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **TERMINATION OF AGREEMENT.** Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and

completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

14. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

BALLARD MARINE CONSTRUCTION

By: _____
Shilo Hutton
President

By: _____
Jesse Hutton
Vice President

80-0412405
Employer ID No.

CITY OF OCEANSIDE

By: _____
Michelle Skaggs Lawrence
Interim City Manager

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

EXHIBIT A

SPECIFICATIONS FOR CITY OF OCEANSIDE MUNICIPAL FISHING PIER BRACE REPLACEMENT PROJECT (425421581)

I. GENERAL CONDITIONS

A. SCOPE

The work consists of replacing steel pipe bracing from the City of Oceanside Municipal Fishing Pier in accordance with the attached project specifications and as-built plans as specified herein. As-built plans will be provided upon request. The CONTRACTOR shall provide all equipment, labor, materials and incidentals necessary for the completion of this work according to following specifications.

B. LOCATION

The location of the bracing to be replaced begins at Bent No. 59 and continues eastward. The bracing from Bent No. 89 through Bent No. 60 has already been replaced.

C. QUALITY OF WORK

All work shall be performed in a timely manner in accordance with the best practices. The Project Manager shall periodically inspect all operations and approve or reject the work performed and methods used.

D. CONTRACTOR'S RESPONSIBILITIES

1. Experience

Prior to contract award, the successful bidder for this contract shall be required to demonstrate to the Project Manager that he/she has successfully performed pier brace replacement or similar construction during the past three (3) years of the type involved in this contract and possesses suitable equipment to perform the work.

2. Local Office

The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this

contract. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone would also fulfill the requirement for a local office.

3. Licenses and Permits

The CONTRACTOR shall, prior to award of contract and without additional expense to the City, possess all licenses and permits required for the performance of the work required by this contract prior to award of contract, including a Class "A" General Engineering Contractor's License and City of Oceanside Business License.

4. CONTRACTOR is an Independent CONTRACTOR; Indemnification

The CONTRACTOR shall act under the contract as an independent contractor vis-à-vis the CITY OF OCEANSIDE and will not be an agent or employee of the City. The CONTRACTOR shall not represent or otherwise hold out itself or any of its subcontractors, sub-subcontractors, directors, officers, partners, employees, or agents to be an agent or employee of the City. The CONTRACTOR shall indemnify and otherwise hold harmless the City, and its officials, officers, directors, employees, agents and other representatives from all liability, loss, or damage (including reasonable attorney's fees and other costs of defense) resulting from damage or injury to persons or property caused or claimed to have been caused, by acts or omissions of the CONTRACTOR of any of its subcontractors, sub-contractors, directors, officers, partners, employees, or agents in the course of or in connection with the CONTRACTOR's performance under the contract except for the sole or active negligent or willful misconduct by the City. The parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

5. Compliance with the Law

The CONTRACTOR agrees that performance under the contract shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and

regulations of the CITY OF OCEANSIDE.

6. Subcontractors

Subcontractors shall not be allowed under the terms and conditions of the contract. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

7. Equal Employment Opportunity

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8. Personnel

The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this contract during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this contract with the

general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

9. Safety Requirements

All work under contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

10. Hazardous Conditions

The CONTRACTOR shall maintain the work site free of hazards to persons and/or property resulting from CONTRACTOR's operations. No construction debris may be allowed to fall into the ocean and must be contained on site. The CONTRACTOR shall ensure no debris, soil, silt, sand, sawdust, rubbish, metal, concrete, oil, petroleum or any other products from construction shall be allowed to enter into or placed where it may be washed away rainfall or runoff into the water.

E. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein within 45 days from the start of the contract, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in contract price; or

2. Have such required work done by CITY forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

Such adjustments may be estimated cost for performance by CITY forces,

plus CITY overhead, and shall include overtime pay as required to complete the work.

See General Provisions for termination of contract.

Those discrepancies and deficiencies in the work that remain uncorrected may be the necessary justification for a billing adjustment in the month following the occurrence. Billing adjustments for this unsatisfactory service shall be permanent retention of 100% of the estimated cost for work that is incomplete or deficient as stated herein.

F. PAYMENTS WITHHELD

The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.

4. A reasonable doubt that the contract can be completed for the balance then unpaid.

G. MINOR MODIFICATIONS

The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

H. INSPECTION

The Project Manager shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.

EXHIBIT A

SPECIFICATIONS FOR CITY OF OCEANSIDE MUNICIPAL FISHING PIER BRACE REPLACEMENT PROJECT (425421581)

I. INSURANCE

1. Workers' Compensation Certification Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is 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 the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 18(d) through 18(h) of this Agreement.

   The portion of Section 3700 of the California Labor Code, which is relevant to this project, is as follows:

   "Every employer except the State shall secure the payment of compensation in one or more of the following ways:

   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

   (b) By securing from the Project Manager of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Project Manager of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

2. Liability Insurance

   (a) CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

   (b) CONTRACTOR shall maintain the following minimum limits:

EXHIBIT A

SPECIFICATIONS FOR CITY OF OCEANSIDE MUNICIPAL FISHING PIER BRACE REPLACEMENT PROJECT (425421581)

General Liability Combined Single Limit Per Occurrence	$1,000,000
General Aggregate	$2,000,000
Automobile Liability Combined Single Limit Per Occurrence	$1,000,000

(c) All insurance companies affording coverage to the CONTRACTOR shall be required to add the CITY OF OCEANSIDE as "insured" under the insurance policy for all work performed in accordance with this agreement

(d) All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

(e) All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY OF OCEANSIDE should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

(f) CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

(g) CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a Stop Work Notice until the CONTRACTOR has cured the default.

(h) Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the

CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

3. CONTRACTOR's Indemnification of City

CONTRACTOR shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of or related to the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole or active negligence or sole willful conduct of the City, its Officers, agents, or employees. CONTRACTOR's indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in enforcing the provisions of this subsection, and in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

J. CONDUCT OF OPERATIONS

1. Cooperation with Others

The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public. The CONTRACTOR shall minimize any construction impact on pier tenants and the public.

2. Supervision

The CONTRACTOR shall have a qualified supervisor present at the work site at all times when work is being performed.

3. Preservation of Property

The CONTRACTOR shall carefully protect from damage and be responsible for protection of all property. CONTRACTOR shall be

liable for and will be required to repair any and all damages caused by construction operations to property. All damaged property shall be replaced or restored to its original condition to the satisfaction of the Project Manager and the City.

4. Starting of Work

The CONTRACTOR shall notify the Project Manager five (5) working days in advance before starting the work required by the contract after issuance of the Notice to Proceed.

5. Discontinuance of Work

If the CONTRACTOR, after having officially started said contract, should discontinue work for any cause, he shall notify the Project Manager of the intent to do so, and shall further notify the Project Manager the date of restarting operations in accordance with Paragraph 4 above.

6. Satisfactory Completion of Work

All work shall be completed under the supervision of and to the satisfaction of the Project Manager and to his/her satisfaction.

7. Contract Bonds

CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:

Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects.

Payment Bond that meets the requirements of California Civil Code Section 9554, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement.

SPECIFICATIONS FOR CITY OF OCEANSIDE MUNICIPAL FISHING PIER BRACE REPLACEMENT PROJECT (425421581)

8. Examination of the Site

Each bidder shall visit the sites of the proposed work to become fully acquainted with the conditions and difficulties attending the performance of the contract. There shall be no additional compensation or relief from any obligations of the site or conditions under which the work will be accomplished.

9. Vehicle and Pedestrian Access

The CONTRACTOR shall keep open at least half of the width of the pier walkway for deliveries, vehicular and pedestrian access at all times.

10. Termination of Contract

In the event the CONTRACTOR fails to meet the specifications of this contract for a period of five (5) consecutive days, the CITY may at its option terminate the balance of this contract, provided that the CONTRACTOR has had written notice of his failure to perform satisfactorily. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice.

11. Restricted Work Hours

No work shall be performed on the project site prior to 7:00 a.m. and later than 5:00 p.m. All work shall be consistent with the Noise Ordinance as identified in Oceanside City Code. Work shall be performed Monday through Friday only.

II. PROJECT SPECIFICATIONS

City of Oceanside Municipal Fishing Pier
Replacement of Steel Pipe Bracing

Work to include:

1. Remove and replace all steel pipe bracing, both horizontal and diagonal, from Bent No.1 (landward end of pier) through Bent No.89 (seaward end of pier) except for 23 recently replaced horizontal and diagonal bracings facing within the north-east corner of pier head (Bents 84,85 & 86 through first 5 northerly piles of each bent). Replacement shall start at Bent No. 89 and proceed towards Bent No. 1.

2. Use existing Pier Plans dated 2-17-86 from Sheet S-2 through Sheet S-16A for dimensions and connection details, except all existing 3-inch diameter Standard Weight Pipe (longitudinal bracing across bents) is to be replaced with 3-inch diameter Double-Extra Strong Pipe, and all existing 4-inch diameter Standard Weight Pipe (lateral bracing between bents) is to be replaced with 4-inch diameter Double-Extra Strong Pipe.

3. Revise steel pipe bracing splice Details 28 and 29 of Sheet S-15 to use 4-inch diameter Extra Strong Pipe splice on outer sides of 3-inch diameter Double-Extra Strong Pipe bracing for Detail 28, and 5-inch diameter Extra Strong Pipe splice on outer sides of 4-inch diameter Double-Extra Strong Pipe bracing for Detail 29 and substitute the pipe splice spacing dimensions shown in Detail 28 for Detail 29. Also use 7/16-inch fillet welds instead of ¼-inch fillet welds for both of these pipe splice details.

4. Revise typical pipe end cap detail shown in Details 28, 29 and 30 on Sheet S-15 to use 3/8-inch plate with 5/16-inch fillet weld instead of ¼-inch plate with 1/8-inch fillet weld. Also in Detail 30 use 5/16-inch fillet weld instead of 3/16-inch fillet weld for bolt sleeve weld. The contractor's shop drawing submittal needs to bevel the pipe to accommodate the specified weld of the bolt sleeve pipe to the pier bracing pipe in order that all pier pipe bracing will fit within the pipe brackets and other attachment points shown on the drawings.

5. Replace all steel pipes bracing connecting hardware (bolts, nuts, washers) for replaced bracing per the existing plans.

6. Remove and recondition all galvanized lower connection brackets for horizontal and diagonal steel pipe bracing for those brackets which show no delamination

and have minimum corrosion. Reconditioning shall be done by cleaning with a steel brush until a clean condition is obtained free of loose rust scale and salt in accordance with SSPC SP 2, SP 3 or SP 12. Then apply new protective paint coating per these specifications and replace connection brackets. There are numerous connecting brackets that have undergone severe corrosion and in some cases delamination which will require replacement per the existing plans. Severe corrosion is defined as the loss of plate thickness of more than 1/16 inch after cleaning. A majority of these brackets are located shoreward of Pile Bent No.46 in the high wave splash zone.

7. ~~Replace bottom steel brackets, bottom supports and any other deteriorated hardware for sump pump (SP-1) near pile bent number 36, and for sewage ejector (SE-2) near pile bent number 47.~~

8. Steel brush clean per SSPC SP 2, SP 3 or SP 12 and apply protective paint coating per these specifications to the underneath sides of the two wide flange W14x68 steel beams located underneath the restaurant on the pier head where the paint coating has been damaged.

9. Steel brush clean per SSPC SP 2, SP 3 or SP 12 and apply protective paint coating per these specifications for all remaining malleable washers and existing bolts which are part of the lower pipe bracing and connection bracket assemblies which show signs of corrosion.

10. Steel brush clean per SSPC SP 2, SP 3 or SP 12 and apply protective paint coating per these specifications to the exposed portions (below the pile caps) of all stringer bolts and malleable washers that connect the longitudinal stringers to the pile caps.

~~11. Repair pier pile wraps on pier's south side at pile bent numbers 27 and 28, and on pier's north side at pile bent numbers 1, 2 and 3, and any others that require repairing per the original specifications.~~

12. Structural Steel and Metal Fabrication Specifications shall be Section 05500 of original Bid Documents dated February 3, 1986, except for the following changes:

    a. Part 2.1: Materials, B: Steel Pipes shall be Double-Extra Strong except for Item #3 above where outer splice sleeves shall be Extra Strong conforming to ASTM A-53, type E or S, Grade B.

b. Part 2.3: Shop Paint, A: Surface Preparation: Surface preparation of steel pipe shall be in accordance with SSPC SP 6 or better to achieve a 3 mil minimum blast profile.

c. Part 2.3: Shop Paint, B: Primer and C: Top Coat; replace with: Use Carbogluard 1209, a glass flake filled epoxy, as manufactured by Carboline Co, St. Louis, MO for all replaced steel pipe bracing with a dry film thickness of 35 to 40 mils in accordance with manufacturer's instruction (Carboline product data sheet). Multiple coats may be necessary in order to achieve the specified thickness. Leave 5 inches blasted and uncoated at each end of the 3- and 4-inch diameter double-extra strong horizontal and diagonal pipe, and leave 1 inch blasted and uncoated at each end of the 4- and 5-inch diameter extra strong sleeve pipe by wrapping these uncoated ends to prevent rust contamination prior to field installation.

d. Part 3.2: Repair Coating, A: Field Painting of Steel Pipe Sleeve Connections: Dress welds and stripe with Carboline 1209 thinned to approximately 20%. Solvent clean exposed surfaces and apply Carboline Carboguard with a dry film thickness of 35 to 40 mils in accordance with manufacturer's instruction (Carboline product data sheet). The edge of the Carboline 1209 transition from the shop coating to the wrapped steel pipe ends should be a butt edge. When the bare ends are to be field coated, apply the required thickness of Carboline 1209 to the uncoated steel pipe and overlap the Carboline 1209 on the previously applied Carboline 1209 by 2 to 3 inches. The previously applied coating to receive the overlap should have a surface profile of 3 mils before coating.

e. Part 3.2: Repair Coating, B: Field Painting of Existing Pier Steel Hardware (wide flange beams, pipe brackets, bolts, washers, etc.) Requiring Reconditioning: Prepare surface by steel brushing to remove loose rust scale and other contaminants such as salt to produce clean, paintable surface in accordance with SSPC SP 2, SP 3 or SP 12. Apply 2 coats of Carboline Carbomastic 15 or Carbomastic FC with a dry film thickness of 5 to 6 mils in accordance with manufacturer's instruction (Carboline product data sheet).

CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF Washington)
) SS
COUNTY OF Clark)

On this 15th day of April, 20 15, before me personally appeared

Shilo Hutton (name of individual) and Jesse Hutton (name of individual)

to me personally known, who, being by me duly sworn, did say that they are respectively

President (corporate title) and Vice President (corporate title)

of Ballard Marine Construction, Inc. (Name of corporation),

a Washington (State of Incorporation) Corporation;

that the seal affixed to the foregoing contract and/or bond is the Corporate Seal of the Corporation, and that said instruments were executed in behalf of the corporation by authority of its Board of Directors; and they acknowledged said instruments to be the free act and deed of the Corporation.

Terran Graf
Signature of Notary Public

Notary Public, Clark County,

Notarial Seal My Commission Expires 01/02/19