

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 25 day of June 2001, by and between the CITY OF PACIFICA herein called the "City," and Power Engineering Contractors, Inc., herein called the "Contractor."

Recitals

WHEREAS, City desires to obtain the services to install the Beach Blvd. Handrail in accordance with the Plans and Specifications called Beach Blvd. Handrail; and

WHEREAS, Contractor hereby warrants to the City that Contractor is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Contractor pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreements

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Contractor shall install the handrail in accordance with the plans and specifications with the following exceptions:
 - Welded 316L pipe shall be used in lieu of seamless pipe.
 - The top rail shall be deleted.
 - The slurry Cement Backfill shall be deleted.
 - The Concrete handrail shall be deleted and be shown as an additive item for \$52,560.
 - The Concrete Wave Deflector shall be deleted and shown as an additive item for \$25,500.
 - The Stone Finish pavement restoration shall be deleted.
 - The asphalt concrete shall be deleted.

2. Time of Performance. The services of Contractor are to commence upon the execution of this Agreement and shall be undertaken and completed within the time schedule as shown in the specifications.

3. Compensation and Method of Payment.