



**BOARD OF PORT COMMISSIONERS**  
**PORT OF REDWOOD CITY**  
**AGENDA**  
**REGULAR MEETING**  
**WEDNESDAY, 8:00 AM**  
**OCTOBER 9, 2024**

**CHAIR: STAN MAUPIN**  
**VICE CHAIR: NANCY C. RADCLIFFE**  
**SECRETARY: MIKE CLAIRE**  
**COMMISSIONER: CHU CHANG**  
**COMMISSIONER: DANI GASPARINI**

**\*\*\*HYBRID MEETING — IN-PERSON AND BY VIDEOCONFERENCE\*\*\***

The BOARD OF PORT COMMISSIONERS (BOARD) hereby provides notice that it will hold a regular meeting of the BOARD. This meeting of the Board will be held in the Port Administrative Offices (located at 675 Seaport Boulevard, Redwood City, California 94063), and by teleconference pursuant to Government Code Section 54953(e). Members of the public will be able to participate in the meeting remotely via the Zoom platform or in person at the Port Administrative Offices. The public is welcome to attend in person or alternatively via Zoom. PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL.

Members of the public may also access and observe the meeting by joining by video teleconference via Zoom at: <https://zoom.us/join> Meeting ID: 985 1201 8699 Password: 85917060  
Or use this link: <https://us06web.zoom.us/j/98512018699?pwd=dTc3a09SMWN5bDFQMFZMSDM4WVNSZz09>

To join by audio teleconference: Phone: (669) 900-6833 or (346) 248-7799 Meeting ID: 985 1201 8699  
The Port of Redwood City is not responsible for a member of the public's technical ability to participate in the meeting.

**HOW TO PROVIDE PUBLIC COMMENTS BEFORE THE BOARD MEETING:**

Members of the public may also submit public comments on items of public interest that are within the subject matter jurisdiction of the Board via email to [publiccomments@redwoodcityport.com](mailto:publiccomments@redwoodcityport.com). All public comments received by 7:45 AM on the date of the Board meeting will be read into the record with a time limit of three minutes per commenter unless otherwise indicated.

**HOW TO PROVIDE PUBLIC COMMENTS DURING THE BOARD MEETING:**

By video conference, use the "Raise Hand" feature to request to speak.  
By teleconference, press \*9 to "Raise Hand" (request to speak) and \*6 to unmute.

Members of the public in attendance at the meeting who wish to speak on a matter within the jurisdiction of the Board of Port Commissioners should complete a speaker's slip to be recognized by the Chair at the appropriate time. Public comment from video teleconference will be heard first.

**AGENDA ITEM**

- I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE
- II. PUBLIC COMMENT — The Chair of the Board will recognize members of the public to make public comments on items of public interest that are within the subject matter jurisdiction of the Board. Comments on non-agendized items will be taken during the Public Comment period. Comments pertaining to agendized items will be taken at the time the agenda item is considered. Public comments received via email as provided above will be read into the record with a time limit of three minutes per commenter. No action will be taken on any public comment on a matter not appearing on the Agenda as a separate item unless otherwise authorized by law.
- III. APPROVAL OF MINUTES — JULY 24, 2024 AND SEPTEMBER 11, 2024  
**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**
- IV. APPROVAL OF CLAIMS — SEPTEMBER 25, 2024  
**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**
- V. ORDINANCES — NONE

**VI. RESOLUTIONS**

- A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BIDS FOR THE MAINTENANCE DREDGING 2024 PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK; AND DIRECTING RETURN OF SECURITY DEPOSITS (THE DUTRA GROUP)**

**CEQA: THE ACTION BEFORE THE BOARD FOR CONSIDERATION TODAY IS NOT SUBJECT TO THE CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378.**

**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**

**VII. MOTIONS — NONE**

**VIII. REPORTS/PRESENTATIONS — NONE**

**IX. EXECUTIVE DIRECTOR’S REPORT**

**X. MATTERS OF BOARD INTEREST**

**XI. CLOSED SESSION**

- A. CONFERENCE WITH REAL ESTATE NEGOTIATOR (PRICE AND TERMS OF PAYMENT) PURSUANT TO GOVERNMENT CODE SECTION 54956.8**

**PROPERTY: APPROXIMATELY 46,043 SQUARE FEET OF WATER AND MARINA AREA LOCATED AT 455 SEAPORT COURT, REDWOOD CITY, CA 94063**

**NEGOTIATING PARTIES: KRISTINE A. ZORTMAN, RAJESH SEWAK, TRISH WAGNER, PORT OF REDWOOD CITY  
GARRETT MARINA GROUP, INC.**

**XII. ADJOURNMENT — TO REGULAR MEETING OF OCTOBER 23, 2024**

**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**

**DOCUMENTS:** Public records that relate to an agenda item for an open session of a regular meeting of the Board of the Port Commissioners, which are released less than 72 hours prior to the meeting, are available to the public at the Port offices at 675 Seaport Boulevard, Redwood City, CA, 94063.

**ALTERNATIVE AGENDA FORMATS:** The Board of the Port Commissioners will provide public records in appropriate alternative formats upon request by any person with a disability consistent with the federal Americans with Disabilities Act of 1990 and disability related accommodation to enable participating in the public meeting consistent with federal Americans with Disabilities Act of 1990. Please send a written request to the Clerk of the Board at the Port of Redwood City, 675 Seaport Boulevard, Redwood City, CA, 94063, or via email at [info@redwoodcityport.com](mailto:info@redwoodcityport.com) and include address, phone number and brief description of the requested materials and preferred alternative format or auxiliary ad or service at least seven calendar days before the meeting.



**BOARD OF PORT COMMISSIONERS**  
**PORT OF REDWOOD CITY**  
**MINUTES**  
**REGULAR MEETING**  
**WEDNESDAY, 8:00 AM**  
**JULY 24, 2024**

**CHAIR: STAN MAUPIN**  
**VICE CHAIR: NANCY C. RADCLIFFE**  
**SECRETARY: MIKE CLAIRE**  
**COMMISSIONER: CHU CHANG**  
**COMMISSIONER: DANI GASPARINI**

**I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

The Board of Port Commissioners held its regular meeting in person at the Port Administrative Offices and via video/teleconference, pursuant to Government Code Section 54953(e). Members of the public participated in the meeting as well as remotely via the Zoom platform or in person at the Port Administrative Offices. Pursuant to the Ralph M. Brown Act, all votes were by roll call and the meeting was available to the public to attend and provide public comments via audio/video teleconference.

Chair Lorianna Kastrop, presiding

Commissioners Present: Richard Claire, Ralph Garcia, Nancy C. Radcliffe, Stan Maupin and Lorianna Kastrop  
Commissioners Absent: None

Port Executives Present: Executive Director, Kristine A. Zortman and Director of Finance and Administration, Rajesh Sewak

Chair Kastrop called the meeting to order at 8:00 AM. Clerk of the Board Linda Alvarado conducted roll call and confirmed a meeting quorum with Commissioners Claire, Garcia, Radcliffe, Maupin and Kastrop in attendance. Commissioner Garcia, Kastrop and Claire led the Pledge of Allegiance.

**II. PUBLIC COMMENT**

Executive Director Zortman confirmed that there were no members of the public in attendance at the meeting who wished to make public comment on non-agendized items.

**III. APPROVAL OF MINUTES — JUNE 12, 2024, AND JUNE 26, 2024**

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to approve minutes dated June 12, 2024 was made by Commissioner Radcliffe and seconded by Commissioner Claire. A motion to approve the amended minutes dated June 26, 2024 was made by Commissioner Garcia and was seconded by Commissioner Radcliffe. The motion passed by a unanimous voice roll call vote of all Commissioners present.

**IV. APPROVAL OF CLAIMS — JUNE 26, 2024, AND JULY 11, 2024**

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to approve claims dated June 26, 2024 and July 11, 2024 was made by Commissioner Maupin and was seconded by Commissioner Radcliffe. The motion passed by a unanimous voice roll call vote of all Commissioners present.

**V. ORDINANCES — NONE**

**VI. RESOLUTIONS**

**A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING THE BELOW SUBLEASE AGREEMENTS:**

- 1. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING STANDARD FIRST AMENDMENT TO SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (KYO AUTISM THERAPY, LP)**
- 2. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING STANDARD SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (CAPCONNECT+, INC.)**

3. **RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING SECOND AMENDMENT TO SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (CAPITAL PROGRAM MANAGEMENT, INC.)**
4. **RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING STANDARD SUBLEASE AGREEMENT - (PORTSIDE INVESTORS - PHASE I LEASE AGREEMENT) - (ETALON, INC.)**

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adopt the resolution was made by Commissioner Garcia and was seconded by Commissioner Maupin. The motion passed by a unanimous voice roll call vote of all Commissioners present.

## **VII. MOTIONS — NONE**

## **VIII. REPORTS/PRESENTATIONS**

### **A. RECOGNITION OF FINAL MEETING OF OUTGOING COMMISSIONERS CLAIRE, GARCIA, AND KASTROP**

**Executive Director Zortman** stated today is bittersweet as the Port is recognizing three Commissioners that are leaving. Executive Director Zortman stated on August 26, 2024 the City of Redwood City Council (City) will formally recognize Commissioners Claire, Garcia and Kastrop with a Proclamation and Resolution for their service. On August 28, 2024 the Port will also do the same. Executive Director Zortman stated she started her employment with the Port six years ago and expressed it has been an honor to work with each one of the outgoing Commissioners, citing how appreciative she is on their leadership and support. She stated that the Commission had taken a leap of faith when they hired her and she recognized the large hurdle to prove herself to Commissioner Claire. She thanked Commissioner Claire as he was sitting Chair through the global pandemic, stating how appreciative she is for his guidance and support, and for mentoring and educating her on the history of the Port and the relationship with the City. She stated Commissioner Garcia executed a lot of great things as sitting Chair such as launching public art. She also recognized Commissioner Kastrop for her leadership during Director Zortman's first year at the Port. She concluded with a presenting Commissioners Claire, Garcia and Kastrop with an inscribed desk clock detailing their years of service as Port Commissioners.

**Commissioner Radcliffe** stated the delight she has working with the outgoing Commissioners, acknowledging she has known each of the outgoing Commissioners for quite a long time. She also stated that it has been delightful to have worked together in the past, present and she knows that they will in the future. She recalled the vision and fun that she and Commissioner Claire had when they both served together in a past committee and organized the Walk About Downtown. She also stated how great it is to see so many things come to fruition. Commissioner Radcliffe recalled her time she and Commissioner Garcia served on the Planning Commission. She concluded by stating that serving with each of them has been great and thanked the outgoing Commissioners.

**Commissioner Maupin** highlighted Commissioner Claire's 17-year tenure as Port Commissioner. Also noting Commissioner Claire's remarkable history of serving 21-years on the Redwood City Council, including four years as Redwood City Mayor and seven years on Planning Commission. He also thanked Commissioner Claire's fiduciary oversight of the Port's finance and budget. He also noted Commissioner Claire served as Chairman of the Board for first ever Strategic Vision for the Port. Commissioner Maupin highlighted Commissioner Garcia's 19-year tenure on the Port Commission. He also stated that Commissioner Garcia is known for having more than 40-years of business experience in Redwood City and also serving on the Redwood City Planning Commission for ten years. He also noted Commissioner Garcia has been a value to the City as a local business owner/community leader and over 40-years serving the Optimist Club. Commissioner Maupin stated Commissioner Garcia served as Chairman of the Board when Port launched its first drone show. Commissioner Maupin highlighted Commissioner Kastrop's 16-year tenure as Port Commissioner, being the second woman to ever serve. Commissioner Maupin thanked Commissioners Claire, Garcia and Kastrop for their leadership and smooth transitions for both he and Commissioner Radcliffe.

**Commissioner Claire** stated he is thankful for the 44-years that he has served as a public servant, 17-years of those years as the Port Commissioner. Commissioner Claire stated that he is very pleased and it is a big win for the Port having Commissioners Maupin and Radcliffe on the Port Board. He also stated that the City has changed dramatically on his incredible journey. He concluded that while he did not vote for Executive Director Zortman six years ago, he is grateful that she was appointed.

**Commissioner Garcia** stated that it has been an honor to be a Port Commissioner, to participate in the great things that are happening at the Port. He stated that with Executive Director Zortman's leadership, the Port will always win. Commissioner Garcia stated that he will really miss serving as Port Commissioner and thanked everyone.

**Commissioner Kastrop** expressed her gratitude for the opportunity to serve the City and the Port for the past 16-years. She also stated that the Port is important to commerce and the growth of Silicon Valley and supports environmental benefits and emergency preparedness, it is a regional treasure. She also stated that it was a long-held dream of hers for the public to come to enjoy the waterfront, starting with PortFest—and now we have Rock the Dock, the Drone Show, on the working waterfront Port tours and more. She stated it makes her so happy to see the Port providing a fun experience for thousands of people of all ages from all over the region. She thanked each and every one of the Port staff, and the professionals-Francois Sorba, Port Attorney, Peter Friedman and Ray Bucheger, our representatives in DC, the Public Relations team Jenny Windle and JPW Communication and prior to that Duane Sandul, Sammy Lau and everyone else working behind the scenes to make sure the Port has the best opportunities to be successful. She also thanked Greg Greenway, Clem Molony and the Seaport Industrial Association, the Sequoia Yacht Club, the Marine Science Institute, Spinnaker Sailing, the Coast Guard Auxiliary, Sea Scouts and all of our tenants. She stated we have shared goals for mutual success and every organization at the Port is critical to that success. She thanked her fellow Commissioners, both now and in the past, since 2008: Larry Aikins, Dick Dodge, Dick Claire, Ralph Garcia, Tom Cronin, Simms Duncan, Stan Maupin and Nancy Radcliffe all working together for the good of the Port and the community. She thanked the incoming commissioners, Chu Chang, Michael Claire and Dani Gasparini, for taking their valuable time to devote to the Port and wished them all the best. She also thanked her husband Mike for his patience and understanding while she was away from the office on Port related matters. She stated her tremendous gratitude for the two Executive Directors that she worked with: Mike Giari and Kristine Zortman. She stated Giari welcomed her and was patient with her many ideas and projects, even when he wasn't totally in agreement. She stated how Executive Director Zortman took the ball and ran with it. She concluded stating "I know I'm leaving the Port with a great skipper, a great crew, and sailing on the right heading -thank you."

Executive Director Zortman expressed her gratitude for the years of service, support, leadership and relationships that were forged during their years of service. Don Snaman, Port contractor, expressed his gratitude to the outgoing Port Commissioners.

#### **IX. EXECUTIVE DIRECTOR'S REPORT**

Executive Director Zortman stated the 4th of July event hosted at the Port was a huge success. Port staff did a phenomenal job with preparation and clean up. On June 26, 2024 the Metropolitan Transportation Commission (MTC) approved a funding packet up to \$50 million, thanking the MTC Board, Commissioners Papan and Canepa. On July 19, 2024 Port staff and Chair Kastrop attended the San Francisco Bay Conservation and Development Commission (BCDC) Sediment and Beneficial Reuse Commissioner Working Group. On July 22, 2024 Port staff attended MTC's Regional Networking Management Council Meeting, citing the Port's future ferry terminal is not listed on their Plan Bay Area 2050+: Draft Project list. On July 22, 2024 the City of Redwood City Council passed the Business Tax License increase.

#### **X. MATTERS OF BOARD INTEREST**

On June 26, 2024 Commissioner Maupin attend the Customs Brokers and Freight Forwarders Association of Northern California. Commissioner Maupin stated he has been attending the weekly meeting relating to the 101/84 project. On July 11, 2024 Commissioners Radcliffe and Kastrop attended the San Francisco Bay Area Water Emergency Transportation Authority Board of Directors Meeting.

**XI. CLOSED SESSION — NONE**

**XII. ADJOURNMENT — TO REGULAR MEETING OF AUGUST 14, 2024**

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adjourn the meeting was made by Commissioner Garcia and seconded by Commissioner Radcliffe. The motion passed by a unanimous voice roll call vote of all Commissioners present. The meeting was adjourned by Chair Kastrop at 8:39 AM to its next regularly scheduled meeting on August 14, 2024.



**BOARD OF PORT COMMISSIONERS**  
**PORT OF REDWOOD CITY**  
**MINUTES**  
**REGULAR MEETING**  
**WEDNESDAY, 8:00 AM**  
**SEPTEMBER 11, 2024**

**CHAIR: STAN MAUPIN**  
**VICE CHAIR: NANCY C. RADCLIFFE**  
**SECRETARY: MIKE CLAIRE**  
**COMMISSIONER: CHU CHANG**  
**COMMISSIONER: DANI GASPARINI**

**I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

The Board of Port Commissioners held its regular meeting in person at the Port Administrative Offices and via video/teleconference, pursuant to Government Code Section 54953(e). Members of the public participated in the meeting as well as remotely via the Zoom platform or in person at the Port Administrative Offices. Pursuant to the Ralph M. Brown Act, all votes were by roll call and the meeting was available to the public to attend and provide public comments via audio/video teleconference.

Chair Stan Maupin, presiding

Commissioners Present: Dani Gasparini, Chu Chang, Mike Claire, Nancy C. Radcliffe and Stan Maupin

Commissioners Absent: None

Port Executives Present: Executive Director, Kristine A. Zortman and Director of Finance and Administration, Rajesh Sewak

Chair Maupin called the meeting to order at 8:00 AM. Clerk of the Board Linda Alvarado conducted roll call and confirmed a meeting quorum with Commissioners Gasparini, Chang, Radcliffe and Maupin in attendance. Commissioner Gasparini led the Pledge of Allegiance.

**II. PUBLIC COMMENT**

Executive Director Zortman confirmed that there were no members of the public in attendance at the meeting who wished to make public comment on non-agendized items.

**III. APPROVAL OF MINUTES — NONE**

**IV. APPROVAL OF CLAIMS — AUGUST 28, 2024**

After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. Chair Maupin recommended approval of claims dated August 28, 2024. A motion to approve minutes dated August 28, 2024, was made by Commissioner Radcliffe and was seconded by Commissioner Chang. The motion passed 4-0 with Commissioner Claire's absence by voice roll call vote.

**V. ORDINANCES — NONE**

**VI. RESOLUTIONS**

**A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING CONTRACT DOCUMENTS FOR THE PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT AND AUTHORIZING AND DIRECTING ADVERTISEMENT FOR BIDS THEREFOR**

Executive Director Zortman stated she would be excusing herself from item VI.A stating out of an abundance of caution due to potential conflict of interest. Executive Director Zortman introduced Christie Coats, Director of Operations, Don Snaman, Contractor for the Port and Scott Bodensteiner with Haley and Aldrich. Snaman stated Bodensteiner's familiarity on the project and is available to answer questions. Snaman presented projected plans of the dredge project area, as he detailed past uses and potential future use of the area. Snaman stated in addition to dredging Wharves 1, 2, 3 and 4 (Wharves), this dredging project is expanded to include dredging the Multi-Agency Maritime Facility (MAMF) and a future boatyard approach area. The MAMF project area is expanded to include the proposed Jet Dock facility to berth the Redwood City Police and Fire Department marine unit vessels. Snaman stated the dredging project will remove

sediments to -8' MLLW. Snaman stated the contract documents direct the contractor to dispose of the sediments complying with the limits set by the regulators based sampling and testing performed by Haley & Aldrich to address disposal of dredged sediments, with a goal of 20% of dredged sediment to be disposed in-Bay, a maximum of 40% disposed in the ocean, and a minimum of 40% disposed for upland beneficial reuse. Snaman concluded his presentation stating the Port's timeline entails a two-week bid window process and presentation of the lowest bidder shall be at the upcoming meeting. Commissioner Gasparini inquired as to who is responsible for bay and channel dredging. Director of Operations Coates stated the US Army Corps of Engineers is responsible for the ship channel dredging and the Port is responsible for keeping the berths dredged.

After inviting public comment, Chair Maupin confirmed with Christie Coats, Director of Operations, that there were no members of the public who wished to make public comment on this agenda item. A motion to adopt the resolution was made by Commissioner Radcliffe and was seconded by Commissioner Chang. The motion passed by a unanimous voice roll call vote of all Commissioners present.

Executive Director Zortman returned to the meeting following the motion passing on the floor.

## **VII. MOTIONS — NONE**

## **VIII. REPORTS/PRESENTATIONS**

### **A. FISCAL YEAR 2024 CARGO TONNAGE & UNAUDITED FINANCIAL REPORT ENDING JUNE 30, 2024**

Executive Director Zortman introduced Rajesh Sewak, Director of Finance and Administration. Mr. Sewak stated there is a slight increase over last year's tonnage. Sewak stated for FY24 ending June 30, 2024, closed favorably with Operating Revenue at \$10.2 million, Operating Expenses at \$7.0 million and Non-Operating Income close to \$0.6 million leaving a Net Income of \$3.8 million. Sewak stated in detail the increase in cargo tonnage and property rental/leases, including new businesses, permitted the Port to sustain positive growth for FY24. Sewak stated employee costs, pensions and insurance rates are increasing, but with these additional increases the Port's budget remains healthy. This concluded his presentation on item number VIII.A.

### **B. RECEIVE THE CERTIFIED SEMI-ANNUAL INVESTMENT REPORT**

Sewak, Director of Finance and Administration presented the Semi-Annual Investment Report. Sewak stated the Port maintains sufficient liquid resources, including maturities, are available to meet the cash flow needs for the next six months. Sewak stated all the securities in which Port funds, including all Trust Funds, are invested, excluding the deferred compensation plan and pension funds, which are invested separately. Stating all investments are in compliance with the Port's investment guidelines, with the exception of bank qualifications specified in the certificate of deposit requirements are not verified on each occasion a new certificate of deposit is purchased or rolled over. Sewak stated subvention to the City of Redwood City (City) is calculated after the audit is finalized. This concluded his presentation on item number VIII.B.

After inviting public comment for items VIII.A and VIII.B, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public in attendance at the meeting who wished to make public comment on these agenda items.

## **IX. EXECUTIVE DIRECTOR'S REPORT**

September 11, 2024 through September 13, 2024 staff will attend the California Marine Affairs & Navigation Conference (CMANC) 2024 Fall Meeting, including topics on latest insights and forecasts impacting port and harbors. On September 11, 2024 staff will attend California Maritime Security Council Meeting hosted by U.S. Coast Guard. Executive Director Zortman stated September 15, 2024 will conclude this summer's successful pilot ferry trip to the Giants games. Executive Director Zortman announced the Port has been awarded the American Association of Port Authorities (AAPA) Lighthouse Award, for our Lunch and Learn series that the Port launched last year. Executive Director Zortman announced the well-received Lunch and Learn series are slated to recommence October 8, 2024. Executive Director Zortman thanked staff for the great job everyone is undertaking in gearing up for PortFest and recognized Trish Wagner for reinvigorating the sponsorship program, which has raised over \$10,000 this year. Executive Director Zortman concluded her report by thanking operations staff and office staff for the amazing job in keeping the Port running.



**X. MATTERS OF BOARD INTEREST**

Chair Maupin stated the 101/84 project team continues to wait for two federal grants to be awarded.

**XI. CLOSED SESSION — NONE**

**XII. ADJOURNMENT — TO REGULAR MEETING OF SEPTEMBER 25, 2024**

After inviting public comment, Chair Maupin confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adjourn the meeting in remembrance 9/11/2001 where more than 3,000 lost their lives on that day and to those that are continuing to lose their lives up to today. In honor of 9/11 a motion to adjourn the meeting was made by Commissioner Radcliffe and seconded by Commissioner Claire. The motion passed by a unanimous voice roll call vote of all Commissioners present. The meeting was adjourned by Chair Maupin at 9:18 AM to its next regularly scheduled meeting on September 25, 2024.



**BOARD OF PORT COMMISSIONERS  
PORT OF REDWOOD CITY**

**STAFF REPORT**

DATE: October 9, 2024

ITEM NO: VI.A

SUBMITTED BY: Don Snaman, Operations Contractor via Christie Coats, Director of Operations

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BIDS FOR THE MAINTENANCE DREDGING 2024 PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK; AND DIRECTING RETURN OF SECURITY DEPOSITS (THE DUTRA GROUP)

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**RECOMMENDATION**

Staff recommends that the Board of Port Commissioners (Board) execute an agreement with The Dutra Group for the maintenance dredging of Wharves 1-4, Multi-Agency Maritime Facility (MAMF) and Boatyard Approach Area at the Port of Redwood City (Port).

**BACKGROUND**

On September 11, 2024 the Board approved the contract documents and solicitation of bids for the maintenance dredging of 34,231 cubic yards of sediments from Wharves 1-4 and 13,593 cubic yards of sediment from the MAMF and Boatyard Approach Area (Attachment A). Based on the Sampling and Analysis Results presented to and approved by Dredge Material and Management Office (DMMO) on September 18, 2024, all of the sediments could be disposed at the in-Bay disposal site adjacent to Alcatraz Island (SF-11), the deep ocean disposal site approximately 50-miles outside the Golden Gate (SF-DODS), or disposed for beneficial reuse at Cullinan Ranch Restoration Project (CRRP) and/or beneficially reused as cover material at the Montezuma Wetlands Restoration Project (MWRP). If sediment characterization is within limits for disposal at the different disposal sites, the Port's 10-year Integrated Alternatives Analysis (IAA) commits the Port to disposing a minimum of 40% of dredged sediments for beneficial reuse, a maximum of 40% at SF-DODS, and a maximum of 20% at SF-11, commonly referred to as 40/40/20.

The contract documents direct the contractor to dispose all the sediments from the MAMF and Boatyard Approach Area, 13,593 cubic yards, at MWRP and/or CRRP. To meet the IAA goals of 40% beneficial reuse of the total volume dredged, an additional minimum of 5,536 cubic yards from Wharves 1, 2, 3 & 4, for a total of 19,129 cubic yards, must be disposed at MWRP and/or CRRP. In addition, the contract documents state no more than 19,130 cubic yards, or 40% of the total volume, can be disposed at SF-DODS, and no more than 9,565 cubic yards, or 20% of the total volume, can be disposed at SF-11. The formatting of the proposal form allowed the bidder to potentially dispose of up to 100% of the sediments for beneficial reuse. Award of the contract is to the lowest responsible bidder.

**ANALYSIS**

On September 12, 2024 contract documents were provided to seven potentially interested dredging contractors. The contract documents were also posted on the Port's website and a Notice to Bidders was published in a local newspaper (Attachment B). On September 18, 2024, questions from bidders regarding the contract documents were due to the Port. On September 20, 2024 Addendum #1 was issued by the Port with responses to bidders questions (Attachment C). Due to the potential presence of rip rap within the dredge footprint of the MAMF and Boatyard Approach Area, a revised Sheet C-103 (Attachment D) was included that slightly revises the dredging footprint to not include any areas that may potentially contain rip rap. Any future work involving the rip rap, if necessary, will be done at a later date. In accordance with DMMO policy, Addendum #1 allows the contractor to dredge beyond the work window

DATE: October 9, 2024  
ITEM NO: VI.A  
TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BIDS FOR THE MAINTENANCE DREDGING 2024 PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK; AND DIRECTING RETURN OF SECURITY DEPOSITS (THE DUTRA GROUP)

ending November 30, 2024, only if the disposal occurs at CRRP and/or MWRP. Addendum #1 revised the completion date to December 31, 2024, provided the disposal occurs at CRRP and/or MWRP after November 30, 2024. Addendum #2 was issued on September 23, 2024 providing a regulatory permit (Attachment E). On September 25, 2024, proposal forms were due to the Port.

Bids were received from three qualified contractors (Attachment F), including one from the low bid contractor, The Dutra Group, for \$1,867,365.00. Two bidders, including The Dutra Group, propose to dispose of the sediments in accordance with the Port's minimum IAA requirements of 40/40/20. One bidder proposed to dispose of 80% of the sediments for beneficial reuse and 20% to SF-11. The Port's engineering consultant, Haley & Aldrich, has provided engineers estimates for the 40/40/20 proposed disposal option and the 80/20 disposal option (Attachment G). Haley & Aldrich have reviewed the bids for completeness and is recommending the Port award the contract to The Dutra Group (Attachment H). Staff has reviewed the status of the contractor's licenses, insurance and bond information, and references, finding all to be in good order. Additionally, Dutra has successfully completed the previous three berth maintenance dredging episodes in 2015, 2018, and 2021.

|                  |   |
|------------------|---|
| Cost Recovery    | Not applicable  |
| Port 2020 Vision | Comports with the Port's 2020 Vision                          |
| Budget           | The project cost is included within the Board approved budget |

#### ALTERNATIVES

Postpone the project until fall 2025. Currently the U.S. Army Corps of Engineers is conducting channel maintenance dredging to the design depth of -30' MLLW. If the berths are not dredged this year to their design depth of -34' MLLW, the depths of the berths maybe used by the Bar Pilots as the controlling depth versus the channel depth.

#### ENVIRONMENTAL REVIEW

The project is categorically exempt from CEQA pursuant to section 15301: minor alteration of an existing facility involving negligible or no expansion of an existing use.



Staff



Director of Operations

#### ATTACHMENTS

- A. Staff Report dated September 11, 2024 (without enclosures), approving the issuance of contract documents and solicitation of bids
- B. Public Notice of Bid (proof of publication)
- C. Addendum #1 (with enclosures)
- D. Revised Sheet C-103
- E. Addendum #2 (with enclosures)
- F. Bid comparison spreadsheet
- G. Engineer's Estimate
- H. Haley & Aldrich letter of recommendation, dated September 27, 2024
- I. Resolution accepting bid for the Maintenance Dredging 2024 Project at the Port of Redwood City



**ATTACHMENT A**  
**BOARD OF PORT COMMISSIONERS**  
**PORT OF REDWOOD CITY**

**STAFF REPORT**

DATE: September 11, 2024

ITEM NO: VI.A

SUBMITTED BY: Don Snaman, Contractor via Christie Coats, Director of Operations

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING CONTRACT DOCUMENTS FOR THE PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT AND AUTHORIZING AND DIRECTING ADVERTISEMENT FOR BIDS THEREFOR

---

**RECOMMENDATION**

Staff recommends that the Board of Port Commissioners (Board) approve the contract documents for the Port of Redwood City Maintenance Dredging 2024 Project at the Port of Redwood City (Port) and authorize the solicitation of bids.

**BACKGROUND**

In 2021 the Port performed berth maintenance dredging at Wharves 1, 2, 3 & 4 to the design depth of -34' MLLW. Nearly 30%, or 14,000 cubic yards, of the approximately 42,000 cubic yards of sediments were beneficially reused as cover material at the Montezuma Wetlands Restoration Project (MWRP) and the remainder of the sediments were disposed at the in-Bay disposal site adjacent to Alcatraz Island (SF-11) and the deep ocean disposal site approximately 50-miles outside the Golden Gate (SF-DODS). Recent soundings indicated that the berths had shoaled, reducing the controlling depth at Wharves 1, 2, 3 & 4 to approximately -32' MLLW. Recently the U.S. Army Corps of Engineers awarded a contract to dredge the navigation channel to -30' MLLW from the current controlling depth of -28' MLLW, necessitating dredging of Wharves 1, 2, 3 & 4 to -34' MLLW.

In addition to dredging Wharves 1, 2, 3 & 4, this dredging project is expanded to include dredging the Multi-Agency Maritime Facility (MAMF) and a Boatyard Approach Area. The current MAMF includes a one-lane launch ramp, boarding floats and gangway. The MAMF project area is expanded to include the proposed Jet Dock facility to berth the Redwood City Police and Fire Department marine unit vessels. The Boatyard Approach Area is adjacent to the warehouse and open space currently occupied under temporary permits with Assembly and IMI, respectively. The dredging project will remove sediments to -8' MLLW at the MAMF and to -20' at the Boatyard Approach Area.

On April 9 & 10, 2024, the Port's professional engineering consultant, Haley & Aldrich, Inc., collected sediment samples based upon the approved Sampling and Analysis Plan from the Dredge Material and Management Office (DMMO). Based on the sediment testing, disposal of the dredged sediments can be disposed at SF-11, SF-DODS and beneficially reused as cover material at MWRP and/or Cullinan Ranch Restoration Project (CRRP).

In addition to the sampling and testing, Haley & Aldrich prepared an Integrated Alternatives Analysis (IAA) to address disposal of dredged sediments in compliance with the limits set by the Long-Term Management Strategy (LTMS). The goal of LTMS is to significantly reduce the amount of dredged sediment disposed in San Francisco Bay, minimize disposal at SF-DODS, and maximize upland beneficial reuse. The current IAA and LTMS goals are for a maximum 20% of dredged sediment to be disposed in-Bay (SF-11), a maximum of 40% disposed at SF-DODs and a minimum of 40% disposed for upland beneficial reuse (20/40/40).

**ATTACHMENT A**

DATE: September 11, 2024

ITEM NO: VI.A

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY APPROVING CONTRACT DOCUMENTS FOR THE PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT AND AUTHORIZING AND DIRECTING ADVERTISEMENT FOR BIDS THEREFOR

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The Contract Documents utilize standard language from the Port’s contractual agreements. For ease of the reader, the Contract Documents have been modified in areas that are specific to this project, which are summarized below. All other substantial Contract Document provisions that are standard to Port contractual agreements have remained the same.

| Agreement Areas Specific to this Project   | Document Section/Area  |
|--|--|
| General Scope of Work                      | Contract Documents, Notice to Bidders, Page 1A   |
| Contract proposal forms and bid line items | Contract Documents, pages 0110-1 to 0110-3   |
| Working hours                              | Contract Documents, Special Conditions, 1.02A., page 0220-1                            |
| Unit pricing                               | Contract Documents, Measurement and Payment, 1.06 items D – F, pages 00225-2 to 0225-3 |
| Summary of work                            | Summary of Work, 1.02, item C, page 0240-1   |
| Scope of Work                              | Technical Specifications, 1.01 A, page 0300-1  |

**ANALYSIS**

Haley & Aldrich has prepared contract documents for dredging 34,231 cubic yards of sediment from Wharves 1, 2, 3 & 4 and 13,593 cubic yards of sediment from the MAMF and Boatyard Approach Area, for a total of 47,824 cubic yards of sediment. The MAMF and Boatyard Approach Area have not been previously dredged and is considered new work by the regulatory agencies and cannot be disposed at in-Bay at SF-11. The contract documents direct the contractor to dispose of the sediments from the MAMF and Boatyard Approach Area, 13,593 cubic yards, at MWRP and/or CRRP. In order to meet the IAA goals of 40% beneficial reuse of the total volume dredged, an additional minimum of 5,536 cubic yards from Wharves 1, 2, 3 & 4, for a total of 19,129 cubic yards, must be disposed at MWRP and/or CRRP. In addition, the contract documents state no more than 9,565 cubic yards can be disposed at SF-11, 20% of the total volume and no more than 19,130 cubic yards can be disposed at SF-DODS, 40% of the total volume. The formatting of the proposal form allows the contractor to potentially dispose of up to 100% of the sediments for beneficial reuse. Award of the contract will be based upon the lowest responsible bidder.

|                  |   |
|------------------|---|
| Cost Recovery    | Not applicable  |
| Port 2020 Vision | Comports with the Port’s 2020 Vision                          |
| Budget           | The project cost is included within the Board approved budget |



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LINDA ALVARADO  
REDWOOD CITY PORT / ADMIN  
675 SEAPORT BLVD.  
REDWOOD CITY, CA 94063

SPEN# 3853047

**CITY OF REDWOOD CITY,  
CALIFORNIA  
NOTICE TO BIDDERS**

Notice is hereby given that the Port of Redwood City, California, will receive bids for furnishing all labor, materials, transportation and services for the project known as: Port of Redwood City Maintenance Dredging 2024 Project located at Redwood City, California, each bid to be in accordance with the plans, specifications and other contract documents now on file with the Port's Executive Director's Office at 675 Seaport Boulevard, Redwood City, California, where they may be examined and copies obtained. You may contact the Port Manager's office by telephone at (650) 306-4150. Plans, Specifications and Contract Documents are available online at [www.redwoodcityport.com](http://www.redwoodcityport.com).  
A. General Scope of Work: The work consists of the maintenance dredging of Wharves 1, 2, 3, 4, the Multi-Agency Maritime Facility (MAMF), and Boatyard Approach Area including transportation and disposal and beneficial reuse of dredged material as directed.  
B. Each bid shall be made out on a form to be obtained at the Office of the Port Executive Director, 675 Seaport Boulevard, Redwood City, California; shall be accompanied by a certified or cashier's check or bid bond for ten percent (10%) of the amount of the bid made payable to the order of the Port of Redwood City, California; shall be sealed and filed with the Port Executive Director at the Offices of the Port of Redwood City, California, on or before September 25, 2024 at 11:00 AM, and will be opened and publicly read aloud at or about 2:00 PM of that day in the Office of the Port Executive Director, at 675 Seaport Boulevard, Redwood City, California; provided, however, that such public reading will be conducted via teleconference pursuant to Governor Newsom's Executive Order N-29-20. Teleconference details will be posted on [redwoodcityport.com](http://redwoodcityport.com) or provided via telephone 650-306-4150 no later than September 23, 2024.  
C. In accordance with the provisions of California Public Contract Code Section 3300, the Port has determined that the Contractor shall possess a

valid Class A General Contractor license at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.  
D. Under California Laws and Regulations the Port shall inform all prime contractors of public works, to the extent feasible of relevant public work requirements. Therefore, the Port hereby advises all bidders that the successful bidder shall:  
1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;  
2. Provide worker's compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;  
3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812; and  
4. Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code Section 1776 and California Administrative Code, Title 8, Group 3, Section 16400 (e); and  
5. Be subject to other requirements imposed by law.  
E. Bidders are hereby notified that, pursuant to the provisions of California Labor Code, Sections 1770 et seq., the Port has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays, and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of the per diem wage is on file in the Office of the Port Executive Director, Port of Redwood City, to which copy reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site by the Contractor.  
F. The Port will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in

**COPY OF NOTICE**

Notice Type: BID NOTICE INVITING BIDS  
Ad Description  
Port of Redwood City Maintenance Dredging 2024 Project

To the right is a copy of the notice you sent to us for publication in the REDWOOD CITY TRIBUNE. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

09/18/2024

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

|             |          |
|-------------|----------|
| Publication | \$420.00 |
| Total       | \$420.00 |



# ATTACHMENT B

excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining his/her/its bid and will not, under any circumstances, be considered as the basis of a claim against the Port on the contract.

G. Bidders are hereby notified that if the contract will be entered into or financed by or with the assistance of agencies of the United States, the Port must comply with federal prevailing wage requirements.

H. Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.

I. The above mentioned check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded to the successful bidder, and will be declared forfeited if the successful bidder refuses to enter into said contract within ten days after the Notice of Award by the Port and a request to enter into a contract with the Port.

J. The Contractor may substitute securities for the amounts retained by the Port to ensure performance of the contract in accordance with the provisions of Section 22300 of the Public Contract Code.

K. The Port reserves the right to reject any or all bids or waive any informality in a bid.

L. No bidder may withdraw Bidder's bid for a period of thirty (30) days after the bid opening.

M. You should be aware that all contractors performing work on the Port of Redwood City Maintenance Dredging 2024 Project, for the Port of Redwood City are required to present evidence of Workers' Compensation and Employers' Liability Insurance coverage; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies as follows:

|                              |   |
|------------------------------|---|
| Insurance Category           | -   |
| Minimum Limits               | -   |
| Workers' Compensation        | -   |
| Statutory minimum            | -   |
| Employer's Liability         | -   |
|                              | \$2,000,000.00 per accident for bodily injury or disease; |
| Commercial General Liability | -   |
|                              | \$2,000,000.00 per  |

|   |  |
|---|--|
| occurrence  | \$4,000,000.00   |
| aggregate for bodily injury, personal injury and property damage;   |  |
| Marine General Liability  | -  |
|   | \$2,000,000.00 per occurrence,   |
|   | \$4,000,000.00   |
| aggregate for bodily injury, personal injury and property damage;   |  |
| Automobile Liability  | -  |
|   | \$2,000,000.00 per occurrence,   |
|   | (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder), |
| as well as copies for said General Liability and Business Auto Liability Insurance Policies of an endorsement (1) naming the City of Redwood City, its Council, the Port of Redwood City, the Council of Redwood City, its Board and their respective officers, employees and agents as additional insureds; (2) providing for a standard cross-liability endorsement; (3) precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port has received written notification from the insurance carrier of such cancellation or reduction; (4) stating that the insurance afforded thereby to the City of Redwood City, its Council, the Port of Redwood City, its Board, and their respective officers, employees and agents shall be primary insurance to the full limits of the policy, and that if Port or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only; and (5) providing a waiver of subrogation endorsement which right of subrogation Contractor hereby waives. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Port Attorney before work commences. |  |

N. Any question pertaining to the plans, specifications, or any of the Contract Documents shall be submitted in writing, to the attention of the Port's Operations Contractor, Don Snaman, on or before 5:00 PM, September 18, 2024; if by mail, addressed to the Port of Redwood City, 675 Seaport Boulevard, Redwood City, California 94063; if by facsimile, at (650) 369-7636; or, if by email, addressed to c-dsna-man@redwoodcityport.com.

O. The successful bidder shall provide proof of a current business license

issued by the City of Redwood City upon award of the Contract.

P. Contractor shall complete all work no later than November 30, 2024 9/18/24

SPEN-3853047#  
EXAMINER - REDWOOD CITY TRIBUNE





## ATTACHMENT C

# PORT OF REDWOOD CITY

*Serving Silicon Valley*

Port Commissioners  
Chu Chang  
Mike Claire  
Dani Gasparini  
Stan Maupin  
Nancy C. Radcliffe

### Addendum #1

#### Port of Redwood City

#### Maintenance Dredging 2024 Project

September 20, 2024

#### Bidder Questions and Responses

1a. Will the Port strongly consider allowing the Contractor to conduct dredging and disposal operations past November 30, 2024 provided any material disposed after November 30<sup>th</sup> goes to Cullinan or Montezuma?

Any dredging of material to be disposed at SF-11 or SF-DODS must be completed by November 30, 2024. Any dredging of material to be disposed for upland beneficial reuse at Montezuma Wetlands Restoration Project (MWRP) or Cullinan Ranch Restoration Project (CRRP) must be completed by December 31, 2024 and should be noted in the Dredge Operations Plan (DOP).

1b. Due to the aggressive schedule, what happens if the dredging is not completed by November 30, 2024?

See response to Question 1a.

1c. Would the Contractor be allowed to continue dredging and take material upland?

See response to Question 1a.

1d. Would liquidated damages be assessed until dredging is completed?

Yes.

1e. Can the Port identify any durations that can be reduced to allow the Contractor more time to complete the project?

We are discussing the possibility of having a Special Meeting of the Board of Port Commissioners before October 9, 2024 for the Notice of Award. Contractor could provide bonds and insurance in less than 10 days. Contractor could provide DOP, DMP and Pre-dredge Survey in less than 7 days.

2. If a larger percentage or greater quantity of material goes to a higher priced disposal area compared to what was submitted on the bid schedule, will the Contractor be compensated based on the actual quantity and disposal location of the material?

## ATTACHMENT C

No. However, there may be an adjustment to the dredge quantities based on the pre-dredge survey. If so, those adjustments will need to comply with the 40/40/20 objectives in the original Proposal Forms.

3. Payment is based on pre-dredge and post-dredge surveys, but how will material be segregated or verified per each disposal line item? Will it be based on the estimated scow haul and then verified by survey, or something else?

Scow hauls will be used to estimate disposal site quantities. Payment will be based on difference between pre-dredge and post-dredge surveys.

4. Can the Contractor self-perform the pre-dredge and post-dredge surveys, or are they required to be conducted by a 3<sup>rd</sup> party?

The pre-dredge and post-dredge surveys will be performed by a licensed independent 3<sup>rd</sup> party hydrographic surveyor to be approved by the Engineer.

5. Can the Northing and Easting Coordinates be provided for the dredge footprint?

Yes, after Award of the Contract.

6. Please provide the report titled, "Results of Chemical, Physical and Biological Testing of Sediment from Wharves 1-4 at the Port of Redwood City.

Follows is a link to the report : <https://haleyaldrich.sharefile.com/d-sa1300e544e11499bafbc033901f82f02>

7a. Please provide the Dredge Material Management Office's Suitability Determination.

DMMO approved the Sampling & Results Report on September 18, 2024. The Suitability Determination letter is forthcoming and a copy will be provided as soon as it is received by the Port.

7b. Please confirm all material from Wharves 1, 2, 3, 4, the MAMF, and the Boatyard Approach Area are suitable for disposal at the Montezuma Wetlands Restoration Project as "cover" material.

All dredged material is suitable for disposal at MWRP and CCRP as cover material.

8a. Has the Multi-Agency Maritime Facility (MAMF) been previously dredged to -8'+1' MLLW or is it entirely new work?

An area around the MAMF was previously dredged to -2' MLLW in approximately 1985. Additionally, shoreline protection may have been put in place between Wharf 4 and Wharf 5 at this time. Please see revised Sheet C-103 which revises the scope of work, identifying an area which should not be dredged from the toe of slope shoreward. No dredging should occur in any area of riprap.

## ATTACHMENT C

8b. If the MAMF has been previously dredged, can the Port provide a post-dredge survey of the area?

There is no post-dredge survey of the area from ca. 1985.

8c. If the MAMF is new work, is there geotechnical boring data available?

No.

8d. Has the Boatyard Approach Area been previously dredged to -20'+1' MLLW, or is it entirely new work?

See response to Question 8a.

8e. If the Boatyard Approach Area has been previously dredged, can the Port provide a post-dredge survey of the area?

See response to Questions 8b.

8f. If the Boatyard Approach Area is new work, is there geotechnical boring data available?

No.

9. Please provide the permit amendment for the MAMF and Boatyard Approach Area. If not available, when does the Port expect the amendment to be available?

We expect the amendments to be available by October 18, 2024.

10. Will the Port be responsible for ensuring all floating equipment is removed from the MAMF and Boatyard Approach Area to provide the contractor with unimpeded access to the dredge areas?

Yes.

11. Can the Port clarify the number of homeowners' boats, where they are currently located, who is responsible for notification, the process if more than 5 days of relocation is required?

There are no homeowners' boats at the MAMF or the Boatyard Approach Area.

12. What is the expected regulatory approval period of the Dredge Operations Plan?

Contractors should expect a 20-day regulatory approval period.

13. Can the Port provide an example of an expected berthing schedule?

Assume the following monthly ship calls:

## ATTACHMENT C

Wharves 1 & 2 – 4 sand/aggregate ships at 1 day per call and 1 cement ship at 5 days per call.

Wharves 3 & 4 – 1 gypsum ship at 2 days per call and 1 scrap ship at 4 days per call.

The Port will provide a tentative vessel schedule upon contract award as well as weekly updates throughout the project timeline.

14. Please confirm whether other contractors and/or the Port's crew may be working adjacent to the site.

No other contractors or the Port's crew will be working adjacent to the site. However, bidders should be aware the U.S. Army Corps of Engineers is currently conducting maintenance dredging of the Redwood Creek Navigation Channel, portions of which are adjacent to the site.

15. Please confirm whether the Port will provide a lay-down area for Contractor's use during the course of work under this contract.

The Port will not provide a lay-down area. However, the Port will make available contractor parking and access to wharves or docks for crew changes.

16. Please confirm in the event of changes in laws or regulations taking effect after submission of Contractor's bid, Contractor shall be entitled to an equitable adjustment to the extent such change impacts Contractors' cost and/or time of performance.

Section 00210, Paragraph 7.01, Laws to be Observed, addresses changes in laws or regulations.

17. Please confirm and update the contract documents to reflect that in the event of delayed performance, liquidated damages will be assessed in lieu of actual/direct and consequential damages.

Liquidated damages are a waiver of consequential damages.

18. Please confirm whether this project is funded in whole or in part by the U.S. Government.

This project is not funded in whole or in part by the U.S. Government.

19. Please confirm Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law, which shall be disposed of in strict compliance with all regulations as directed by the Owner/Port. With respect to any such pre-existing materials, Owner/Port is the generator.

Section 00220, Paragraph 1.34 (Disposal of Material) addresses responsibilities for hazardous materials.

20. Please confirm that an equitable adjustment to the Contract Time, Price, or both will be granted in the event that the Port orders Contractor to suspend work for reasons not attributable to Contractor.

Section 00210, Paragraph 8.07.C addresses adjustments not attributable to the Contractor.  
675 Seaport Boulevard, Redwood City, CA 94063 | 650-306-4150 | [info@redwoodcityport.com](mailto:info@redwoodcityport.com)

## ATTACHMENT C

21. Please delete the language allowing the Port or its authorized representative to take possession of Contractor's materials, tools, and appliances from Section 8.09(B) of the General Conditions.

The Port's standard Section 8.09(B) of the General Conditions includes 'equipment', which has been deleted in the current contract documents.

22. Please confirm that Contractor is solely responsible for damage to known utilities and will not be responsible for damage to utilities not shown on the plans and specifications or identified by the local utility locator service.

Section 00210, Paragraph 10.02, Underground Obstructions, addresses unknown and unidentified utilities.

23. Unlike land-based construction, completed dredging activities are subject to natural forces that are entirely outside the control of the Contractor. To clarify the intent of the warranty, please include the following warranty provision: "The warranty provisions herein do not apply to the dredging portion(s) of the work. With respect to dredging, upon Contractor's advising Owner/Port that the dredging has been completed, Owner/Port shall inspect the Work and, if acceptable, shall advise Contractor of Owner's/Port's acceptance thereof. Contractor in no way represents, guarantees or warrants that any dredging or excavation will stay open, dredged or excavated for any period of time whatsoever."

The current contract documents contain the following warranty provisions: "Contractor does not in any way guarantee or warrant that any dredged or excavated area will remain at the dredged or excavated level for any period of time."

24. Please confirm that Contractor shall be entitled to an equitable adjustment to the Contract Time and/or Contract Price for delays caused by the negligent acts or omissions of the Owner/Port, other contractors employed by the Owner/Port, or anyone for whom the Owner/Port is responsible.

Section 00210, Paragraph 8.03, Delays, and Paragraph 8.04, Time Extensions, addresses adjustments to Contract Time and/or Contract Price due to delays.

25. Please confirm Contractor shall be entitled to an equitable adjustment in the Contract Time and/or Contract Price in the event Contractor encounters (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or reference documents, or (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

Section 00210, Paragraph 4.05, Changed Conditions addresses differing materials.

26. Can you please provide the referenced prevailing rate of per diem wages, as stated in the solicitation would be made available to any interested party upon request?

Attached is the most current general prevailing wage rates for journeyman and apprentice.

## ATTACHMENT C

27. "During the dredging, a steel grid "grizzly" with twelve-inch square maximum openings shall be placed over the hopper of the dump scow for material processing." Please confirm if this is only for material that is being transported to SF-DODS or if this is a requirement for all dredge disposal sites.

A "grizzly" is required for all dredge disposal sites.

28. "Additionally, the Contractor shall be aware that under Section 2 of the CDFW Lake and Streambed Alteration Agreement (LSAA), a Biological Monitor shall be approved by CDFW and present during dredge operations." Please confirm if the contractor is to supply the biological monitor.

Contractor is required to supply the biological monitor, if needed.

29. Please confirm if dredging can take place beyond November 30, 2024 if all material goes to CRRP with use of herring spawning observers.

See response to Question 1a. The Port is awaiting confirmation from CDFW as to whether herring spawning observers will be necessary for any dredging to take place beyond November 30, 2024

### Attachments:

- a) Revised Sheet C-103
- b) Prevailing wage journeyman
- c) Prevailing wage apprentice

# ATTACHMENT C

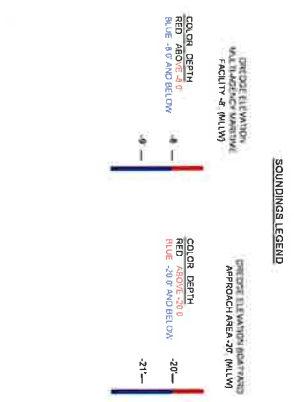
Save as: HCA0102 File: 20220224\_4 03 PM Sheet: C-103  
 HALEY ALDRICH CONSULTING ENGINEERS 10000 SOUTH ROCKY HILLS BOULEVARD SUITE 6000 ROCKY HILLS, ARIZONA 85638-3328 PORT OF REDWOOD CITY SHORLINE DREDGE



- LEGEND**
- DREDGING BOUNDARY
  - DREDGE CONTOUR
  - DREDGE CONTOUR
  - EXISTING BATHYMETRIC CONTOUR
  - EXISTING BATHYMETRIC CONTOUR
  - EXISTING BRIDGE BOUNDARY
- NOTES**
1. DREDGE VOLUMES BY TANK / QUANTITIES BETWEEN THE BATHYMETRIC SURVEY OF THE DREDGED AREA AND THE PREVIOUS SURVEY VOLUMES IN THE TABLE FOR MULTIBEDGE ASSUME "FOOT" OF SHOULDER BETWEEN THE BATHYMETRIC SURVEY THAT WAS CONDUCTED PREVIOUS SURVEY.
  2. 100' DIA TANK WITH 10' DIA SHEET PILING.

**DREDGE QUANTITIES SUMMARY**

| AREA                         | DREDGE ELEVATION (MILLW) | SQUARE FOOTAGE (SF) | VOLUME (CUBIC YARDS) | OVEREDGE ELEVATION (MILLW) | OVEREDGE VOLUME (CUBIC YARDS) | TOTAL VOLUME (CUBIC YARDS) |
|------------------------------|--------------------------|---------------------|----------------------|----------------------------|-------------------------------|----------------------------|
| WHARVES 1 & 2                | -34'                     | 184,297             | 15,465               | -35'                       | 6,918                         | 21,971                     |
| WHARVES 3 & 4                | -34'                     | 134,420             | 7,480                | -35'                       | 4,800                         | 12,280                     |
| PORT PILING APPROXIMATE AREA | -30'                     | 17,893              | 5,933                | -27'                       | 1,001                         | 1,304                      |
| TOTAL                        |                          | 336,510             | 34,183               |                            | 12,881                        | 47,824                     |



**C-103**

DREDGE PLAN  
MAMF AND  
BOATYARD  
APPROACH AREA

PORT OF REDWOOD CITY  
REDWOOD CITY, CA

HALEY & ALDRICH, INC.  
425 THE SHORE CENTER RD  
REDWOOD CITY, CA 94063  
TEL 510.929.2444  
WWW.HALEYALDRICH.COM

ISSUED FOR BID  
NOT FOR  
CONSTRUCTION

PORT OF REDWOOD CITY  
MAMF AND  
BOATYARD  
APPROACH AREA

HALEY & ALDRICH, INC.  
425 THE SHORE CENTER RD  
REDWOOD CITY, CA 94063  
TEL 510.929.2444  
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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**ATTACHMENT C**

**Craft: DREDGER OPERATING ENGINEER\***

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

**Determination:**  
NC-63-3-12-2024-1

**Issue Date:**  
August 22, 2024

**Expiration date of determination:** July 31, 2025 \*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

**AREA 1** - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed on the Operating Engineer - Heavy and Highway Work Determination).

**Wages and Employer Payments (Area 1):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ X) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>e</sup><br>(1½ X) | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|--|---|--|
| Group 1   | \$60.61                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$102.17                | \$132.475  | \$132.475   | \$162.78   |
| Group 2   | \$55.65                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$97.21                 | \$125.035  | \$125.035   | \$152.86   |
| Group 3   | \$54.53                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$96.09                 | \$123.355  | \$123.355   | \$150.62   |
| Group 4   | \$51.23                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$92.79                 | \$118.405  | \$118.405   | \$144.02   |



**ATTACHMENT C**

**AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed on the Operating Engineer - Heavy and Highway Work Determination).

**Wages and Employer Payments (Area 2):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ X) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>de</sup><br>(1½ X) | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|--|--|--|
| Group 1   | \$62.61                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$104.17                | \$135.475  | \$135.475  | \$166.78   |
| Group 2   | \$57.65                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$99.21                 | \$128.035  | \$128.035  | \$156.86   |
| Group 3   | \$56.53                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$98.09                 | \$126.355  | \$126.355  | \$154.62   |
| Group 4   | \$53.23                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$94.79                 | \$121.405  | \$121.405  | \$148.02   |

**Recognized holidays**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**ATTACHMENT C**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: DREDGER OPERATING ENGINEER\*  
 (SPECIAL SINGLE AND SECOND SHIFT)**

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

**Determination:**  
 NC-63-3-12-2024-1

**Issue Date:**  
 August 22, 2024

**Expiration date of determination:**

July 31, 2025 \*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties

**AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed on the Operating Engineer - Heavy and Highway Work Determination).**

**Wages and Employer Payments (Area 1 – Special Single & Second Shift):**

| Classification <sup>a</sup><br>(Journey/person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily   | Saturday   | Sunday/<br>Holiday               |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|---|--|----------------------------------|
|   |                         |                          |                      |   |          |        |       |                         | Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ X) | Overtime<br>Hourly<br>Rate <sup>de</sup><br>(1½ X) | Overtime<br>Hourly Rate<br>(2 X) |
| Group 1   | \$68.19                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$109.75                | \$143.845   | \$143.845  | \$177.94                         |
| Group 2   | \$62.61                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$104.17                | \$135.475   | \$135.475  | \$166.78                         |
| Group 3   | \$61.35                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$102.91                | \$133.585   | \$133.585  | \$164.26                         |

**ATTACHMENT C**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ X) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>de</sup><br>(1½ X) | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|--|--|--|
| Group 4   | \$57.63                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$99.19                 | \$128.005  | \$128.005  | \$156.82   |

**AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne Counties (Portions of counties falling in each area detailed on the Operating Engineer - Heavy and Highway Work Determination).

**Wages and Employer Payments (Area 2 – Special Single & Second Shift):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ X) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>de</sup><br>(1½ X) | Sunday/<br>Holiday<br>Overtime<br>Hourly Rate<br>(2 X) |
|---|-------------------------|--------------------------|----------------------|---|----------|--------|-------|-------------------------|--|--|--|
| Group 1   | \$70.19                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$111.75                | \$146.845  | \$146.845  | \$181.94   |
| Group 2   | \$64.61                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$106.17                | \$138.475  | \$138.475  | \$170.78   |
| Group 3   | \$63.35                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$104.91                | \$136.585  | \$136.585  | \$168.26   |
| Group 4   | \$59.63                 | \$13.38                  | \$20.79              | \$6.36                                  | \$0.63   | \$0.40 | 8     | \$101.19                | \$131.005  | \$131.005  | \$160.82   |

**Recognized holidays**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**ATTACHMENT C**

**Classifications:**

|                    |                |                       |                |
|--------------------|----------------|-----------------------|----------------|
| <b>Group 1</b>     | <b>Group 2</b> | <b>Group 3</b>        | <b>Group 4</b> |
| Chief Engineer     | Dredge Dozer   | Booster Pump Operator | Bargeman       |
| Day Mate (Captain) | HDR/Welder     |                       | Deckhand       |
| Leverman/Operator  |                |                       | Fireman        |
|                    |                |                       | Leveehand      |
|                    |                |                       | Oiler          |
|                    |                |                       | Deck Engineer  |
|                    |                |                       | Deck Mate      |
|                    |                |                       | Dredge Tender  |
|                    |                |                       | Watch Engineer |
|                    |                |                       | Welder         |
|                    |                |                       | Winch Man      |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Page 5.

<sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>c</sup> Includes an amount for Supplemental Dues.

<sup>d</sup> Rate applies to the first 4 daily overtime hours Monday thru Friday and the first 12 hours on Saturday. All other time worked is paid at the Sunday and Holiday overtime rate.

<sup>e</sup> Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather.

**ATTACHMENT C**

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2024-2

**Issue Date:** 08-22-2024

**Expire Date:** 07-31-2025 \*\*

**Craft/Classification:** Operating Engineer (Dredger)

**Indentured/Other:** Area 1

**Shift:** 1

**Counties:** Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,200     | \$30.740          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$70.860          |
| 2      | N/A             | 800       | \$33.300          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$73.420          |
| 3      | N/A             | 800       | \$35.860          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$75.980          |
| 4      | N/A             | 800       | \$43.550          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$83.670          |
| 5      | N/A             | 800       | \$46.110          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$86.230          |

## FOOTNOTE(S)

Area 1

In addition to counties listed above, Area 1 also includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.

Pension - Includes amount for Annuity Trust Fund.

Vacation - Includes amount for Supplemental Dues.

\*\* Journeyman Predetermined Increases:

Eff. 8/1/2025: \$4.50 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to [statistics@dir.ca.gov](mailto:statistics@dir.ca.gov) or send to the following address:

Department of Industrial Relations

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2024-2**Issue Date:** 08-22-2024**Expire Date:** 07-31-2025 \*\***Craft/Classification:** Operating Engineer (Dredger)**Indentured/Other:** Area 1**Shift:** 2

**Counties:** Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,200     | \$34.580          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$0.400 | \$74.700          |
| 2      | N/A             | 800       | \$37.460          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$0.400 | \$77.580          |
| 3      | N/A             | 800       | \$40.340          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$0.400 | \$80.460          |
| 4      | N/A             | 800       | \$48.990          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$0.400 | \$89.110          |
| 5      | N/A             | 800       | \$51.870          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$0.400 | \$91.990          |

## FOOTNOTE(S)

### Area 1

In addition to counties listed above, Area 1 also includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.

Pension - Includes amount for Annuity Trust Fund.

Vacation - Includes amount for Supplemental Dues.

\*\* Journeyman Predetermined Increases:

Eff. 8/1/2025: \$4.50 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to [statistics@dir.ca.gov](mailto:statistics@dir.ca.gov) or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**ATTACHMENT C**

**Determination:** 2024-2

**Issue Date:** 08-22-2024

**Expire Date:** 07-31-2025 \*\*

**Craft/Classification:** Operating Engineer (Dredger)

**Indentured/Other:** Area 2

**Shift:** 1

**Counties:** Modoc

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,200     | \$32.740          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$72.860          |
| 2      | N/A             | 800       | \$35.300          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$75.420          |
| 3      | N/A             | 800       | \$37.860          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$77.980          |
| 4      | N/A             | 800       | \$45.550          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$85.670          |
| 5      | N/A             | 800       | \$48.110          | \$13.380         | \$19.030 | \$5.680          | \$1.630  | \$.400 | \$88.230          |

**FOOTNOTE(S)**

Area 2

In addition to all of Modoc County, Area 2 includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

Pension - Includes amount for Annuity Trust Fund.

Vacation - Includes amount for Supplemental Dues.

\*\* Journeyman Predetermined Increases:

Eff. 8/1/2025: \$4.50 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to [statistics@dir.ca.gov](mailto:statistics@dir.ca.gov) or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2024-2

**Issue Date:** 08-22-2024

**Expire Date:** 07-31-2025 \*\*

**Craft/Classification:** Operating Engineer (Dredger)

**Indentured/Other:** Area 2

**Shift:** 2

**Counties:** Modoc

| <b>Period</b> | <b>Duration Months</b> | <b>OJT Hours</b> | <b>Basic Hourly Rate</b> | <b>Health &amp; Welfare</b> | <b>Pension</b> | <b>Vacation/Holiday</b> | <b>Training</b> | <b>Other</b> | <b>Total Hourly Rate</b> |
|---------------|------------------------|------------------|--------------------------|-----------------------------|----------------|-------------------------|-----------------|--------------|--------------------------|
| 1             | N/A                    | 1,200            | \$36.580                 | \$13.380                    | \$19.030       | \$5.680                 | \$1.630         | \$.400       | \$76.700                 |
| 2             | N/A                    | 800              | \$39.460                 | \$13.380                    | \$19.030       | \$5.680                 | \$1.630         | \$.400       | \$79.580                 |
| 3             | N/A                    | 800              | \$42.340                 | \$13.380                    | \$19.030       | \$5.680                 | \$1.630         | \$.400       | \$82.460                 |
| 4             | N/A                    | 800              | \$50.990                 | \$13.380                    | \$19.030       | \$5.680                 | \$1.630         | \$.400       | \$91.110                 |
| 5             | N/A                    | 800              | \$53.870                 | \$13.380                    | \$19.030       | \$5.680                 | \$1.630         | \$.400       | \$93.990                 |

## **FOOTNOTE(S)**

## **ATTACHMENT C**

### **Area 2**

In addition to all of Modoc County, Area 2 includes portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

Pension - Includes amount for Annuity Trust Fund.

Vacation - Includes amount for Supplemental Dues.

\*\* Journeyman Predetermined Increases:

Eff. 8/1/2025: \$4.50 to be allocated to wages and/or fringes.

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Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603







**ATTACHMENT E**

# PORT OF REDWOOD CITY

*Serving Silicon Valley*

**Port Commissioners**

Chu Chang

Mike Claire

Dani Gasparini

Stan Maupin

Nancy C. Radcliffe

## **Addendum #2**

**Port of Redwood City**

**Maintenance Dredging 2024 Project**

**September 23, 2024**

**Bidder Questions and Responses**

1. In reviewing the RFI responses, specifically #28, we would need to review the CDFW Lake and Streambed Alteration Agreement to determine if a biological monitor is needed. Could you please provide this document so we can review the referenced section and language?

Attached is CDFW LSAA 1600-2015-0199-R3, dated October 8, 2015.

Attachments:

- a) CDFW Lake and Streambed Alteration Agreement 1600-2015-0199-R3



State of California – The Natural Resources Agency  
**ATTACHMENT E**  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
7329 Silverado Trail  
Napa, CA 94558  
(707) 944-5500  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN JR., Governor  
CHARLTON H. BONHAM, Director



RECEIVED

OCT 13 2015

Port of Redwood City

October 8, 2015

Donald Snaman  
Port of Redwood City  
625 Seaport Boulevard  
Redwood City, CA 94063

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2015-0199-R3  
Port of Redwood City Wharves 1-4 Maintenance Dredging

Dear Mr. Snaman:

Enclosed is the final Streambed Alteration Agreement ("Agreement") for the Port of Redwood City Wharves 1-4 Maintenance Dredging project ("Project"). Before the Department may issue an Agreement, it must comply with the California Environmental Quality Act ("CEQA"). In this case, the Department, acting as a lead agency, determined your project is exempt from CEQA and filed a notice of exemption ("NOE") on October 8, 2015.

Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 35-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Suzanne DeLeón, Environmental Scientist at (831) 440-9433 or [suzanne.deleon@wildlife.ca.gov](mailto:suzanne.deleon@wildlife.ca.gov).

Sincerely,

Craig J. Weightman  
Environmental Program Manager  
Bay Delta Region

cc: Jaclyn Gnusti; [jgnusti@gmail.com](mailto:jgnusti@gmail.com)  
Lieutenant Ober

*Conserving California's Wildlife Since 1870*

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**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
BAY DELTA REGION  
7329 SILVERADO TRAIL  
NAPA, CALIFORNIA 94558  
(707) 944-5500  
[WWW.WILDLIFE.CA.GOV](http://WWW.WILDLIFE.CA.GOV)



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2015-0199-R3  
REDWOOD CREEK

PORT OF REDWOOD CITY  
PORT OF REDWOOD CITY WHARVES 1-4 MAINTENANCE DREDGING

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Port of Redwood City (Permittee) as represented by Don Snaman.

### **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on June 9, 2015 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

### **PROJECT LOCATION**

The Port of Redwood City Wharves 1-4 Maintenance Dredging Project (Project) is located at the Port of Redwood City Municipal Marina, located on the southeast bank of Redwood Creek adjacent to the federally maintained Redwood Creek Harbor deepwater ship channel near the confluence of Redwood Creek and Smith Slough, at 675 Seaport Boulevard, in the City of Redwood City, in the County of San Mateo, State of California; Latitude 37°30'45"N, Longitude 122°12'39"W.

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Streambed Alteration Agreement  
Page 2 of 16

### PROJECT DESCRIPTION

Under this Agreement, Permittee will conduct "routine maintenance activities", defined as periodic activities necessary to maintain the ship berth depth of -34 feet Mean Lower Low Water (MLLW) plus one foot of allowable over-depth of Redwood Creek at the Port of Redwood City Berths 1 through 4. Approximately every two to three years, partial sediment will be dredged and disposed of either at the Alcatraz Dredged Material Disposal Site (SF-11) or the San Francisco Deep Ocean Disposal Site (SFDODS), and the remaining amount will be disposed of at an upland beneficial reuse site.

From 2015 through 2024, a total of three dredging events will occur, with a total maximum of 150,000 cubic yards (CY) removed. Fifty thousand CY of sediment will be removed during each of the three dredging events. The dredging footprint is 5.2 acres. A closed mechanical bucket will lift and place the sediment into a closed barge. The barge will be inspected prior to dredging and will be electronically monitored for leaks during the course of the Project.

Routine maintenance activities authorized under this Agreement are limited to the following:

- *Sediment Removal*– Utilizing large equipment for the removal of sediment within Redwood Creek at ship berths 1-4 at the Port of Redwood City. No more than 50,000 CY of sediment per dredging event shall be removed, and only one excavation event shall be conducted each year, and no more than three dredging events shall occur during the term of this Agreement.

### PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: nearshore marine fish species such as green sturgeon (*Acipenser medirostris*), longfin smelt (*Spirinchus thaleichthys*), surfperch (Embiotocidae), topsmelt (*Atherinops affinis*), and rays and sharks; macroinvertebrates; Ridgeway's rail (*Rallus longirostris obsoletus*); and migratory, nesting and foraging waterfowl and other birds.

The adverse effects the Project could have on the fish or wildlife resources identified above, without implementation of the Measures to Protect Fish and Wildlife Resources specified below, include: change to and loss of natural bed substrate; direct take of fish and other aquatic species during Project activities; direct impacts from dredging on benthic organisms during Project activities; increase in turbidity during Project activities; reduction in water quality; introduction or spread of invasive aquatic species; and disruption to nesting and foraging waterfowl and other birds.

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### MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

#### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. Permittee shall notify Suzanne DeLeón, at [suzanne.deleon@wildlife.ca.gov](mailto:suzanne.deleon@wildlife.ca.gov), (831) 440-9433, or if unavailable, shall contact the CDFW Bay Delta Regional Office by mail, phone (707-944-5500) or fax (707-944-5553). In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the work site(s) at any time to inspect routine maintenance activities performed and to verify compliance with this Agreement.
- 1.5 Additional Measures. As a result of any field inspection, CDFW may require that additional measures be applied to specific activities to protect sensitive biological resources. Such measures may be amended into this Agreement with the agreement of both parties, or if an exception to authorized activities is identified, Permittee may be asked to submit separate written notification to CDFW pursuant to Condition 1.7, below.
- 1.6 Authorized Routine Maintenance Activities. Only those activities specifically described in the Project Description shall be conducted under this Agreement.
- 1.7 Exceptions to Authorized Activities. Permittee shall submit separate written notification (Forms FG 2023 and FG 2024) pursuant to

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Section 1602 of the FGC, together with the required fee prescribed in the CDFW Streambed Alteration Agreement fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where one or more of the following conditions apply:

- The proposed work does not meet the criteria established for routine maintenance activities in the Project Description of this Agreement;
- The nature of the proposed work is substantially modified from the work described in the Project Description of this Agreement;
- CDFW advises Permittee that conditions affecting fish and wildlife resources have substantially changed at a specified work site or that such resources would be adversely affected by the proposed maintenance activity; and/or;
- The proposed work would adversely impact a State of California (State) Species of Special Concern or State or federally listed rare, threatened, endangered or candidate species or its habitat.

- 1.8 CDFW-Approved Qualified Biologist(s) and Biological Monitor(s). If biological monitors are required or surveys need to be conducted, Permittee shall submit to CDFW for approval, within a minimum of 30 days prior to initiating special-status surveys within the project area, the names and resumes of all biologists and biological monitors involved in conducting surveys and/or monitoring work.

A qualified biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the routine maintenance project area.

A biological monitor is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project, experience with construction-level biological monitoring, be able to recognize species that may be present within the routine maintenance project area, and be familiar with the habits and behavior of those species.

- 1.9 Unauthorized Take. This Agreement does not authorize the take of any State or federally listed threatened species, endangered species, Species of Special Concern or candidate species. If CDFW determines, or Permittee finds, that there are such species on the

## ATTACHMENT E

work site, Permittee shall notify CDFW and/or US Fish and Wildlife Service (USFWS), as appropriate. Permittee shall immediately cease work until CDFW and other applicable agencies deem that the concern over special status species has been resolved. This Agreement does not authorize capture and/or handling of listed species.

### **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

#### **Work Periods**

- 2.1 **Seasonal Work Period.** To avoid or minimize adverse impacts to fish and Ridgeway's rail and their habitats, work within the Project area shall be limited to the period of September 1 to November 30.
- 2.2 **Completion by End of Seasonal Work Period.** The sediment removal shall not be initiated unless there is a high likelihood that it can be completed before the end of the seasonal work window designated in Measure 2.1. After November 1 of each year, projects that have not been started or are still underway shall be evaluated to ensure they can be completed before the end of the seasonal work period. Those projects unlikely to be completed before the end of the seasonal work windows shall not be started.

#### **Wildlife Protection Measures**

- 2.3 **Education Session before Commencement of Work.** Prior to any project or construction activities, the biological monitor or qualified biologist shall conduct an education session on species that may be present at the project work site. The training shall consist of basic identification of the species, their basic habits, how they may be encountered in the work area, and procedures to follow when they are encountered. Any personnel joining the work crew later shall receive the same training before beginning work. The penalties for non-compliance of conditions in this Agreement shall be relayed to all project personnel.
- 2.4 **Access.** Access to the work site shall be via existing roads, boat ramps and boat docks.
- 2.5 **Designation of Work Area.** Permittee shall use buoys to identify the limits of the upstream and downstream dredging area. Dredging



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- shall not occur outside the delineated area. All buoys shall be completely removed from the Project site and properly disposed of upon completion of Project activities.
- 2.6 Floating Dredge Equipment. The Permittee shall ensure that all equipment used during the dredging activities are located in areas where they will float during all stages of the tide. At no time shall dredging equipment be allowed to rest on the substrate during a low tide event.
- 2.7 Containment of Material in Dredge Bucket. The dredge bucket shall remain closed during hoisting and swinging action in order to avoid spillage and leakage of material from the bucket.
- 2.8 Barge Overflow Requirements. No overflow or decant water shall be discharged into the channel from the barge, with the exception of minor spillage (less than one gallon per hour) incidental to mechanical dredge operations. If excessive discharge from dredge spoils is discovered by any of the personnel on board the barge, activities shall cease until appropriate corrective measures have been completed and the discharge source has been repaired or halted. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from the barge, bins or dump scows.
- 2.9 Dredged Materials. All dredge materials shall be immediately transferred into a fully contained scow or suitable vessel. Runoff and or leakage from the transfer vessel shall be minimal.
- 2.10 Turbidity Minimization Measures. Permittee shall minimize the effects of turbidity outside permitted dredge limits by utilizing an environmental bucket or any other operational control(s), subject to CDFW approval.
- 2.11 Protect Banks and Vegetation. No disturbance to stream banks shall occur. Streamside vegetation overhanging into the channel shall not be removed, trimmed, or otherwise modified.
- 2.12 Nesting Habitat Removal or Modification. No trees, shrubs or wetland and marsh habitat shall be disturbed that contain active bird nests until all eggs have hatched, and young have fully fledged (are no longer being fed by the adults, and have completely left the nest site). No habitat removal or modification shall occur even if the nest continues to be active beyond the typical nesting season for the species (typically February 1 to August 31), until the young have fully fledged and will no longer be adversely affected by the project. If an

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active nest is found, the Permittee shall consult with CDFW and the USFWS regarding appropriate action to comply with the FGC of California and the Federal Migratory Bird Treaty Act of 1918.

- 2.13 Allow Wildlife To Leave Unharmmed. Permittee shall allow any wildlife encountered during the course of Project activities to leave the Project area unharmed. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the removed material. Captured aquatic life shall be released immediately in the closest body of water adjacent to the Project site that will not be impacted by Project activities. This condition does not allow for the take or disturbance of any state or federally listed species, or state listed species of special concern.

### Vegetation Removal

- 2.14 Existing Vegetation. No vegetation or trees shall be removed as part of the project.

### Biological Monitors and Qualified Biologists

- 2.15 Sensitive Species Sightings. Any sightings of special-status plant, wildlife or aquatic species shall be reported to CDFW within 24 hours. If sighting was within the immediate Project area, all activities shall cease and Permittee shall confer with CDFW prior to resumption of activities. Through consultation with CDFW, additional measures may be developed to protect special-status species.
- 2.16 Injury or Mortality of Special-Status Species. If Permittee or its employees, contractors, or agents injures or kills a special-status species, or finds any such animal injured or dead, all activities in the work area shall immediately cease, and CDFW and USFWS shall be notified by telephone within 30 minutes of the discovery. A written report detailing the time, location, and general circumstances under which the dead or injured individual animal was found shall be submitted to CDFW and the USFWS no later than five (5) business days following the incident.
- 2.17 Stop Work Authority. The biological monitor or qualified biologist shall have the responsibility and authority of stopping the project if any crews or personnel are not complying with the provisions outlined in this Agreement.
- 2.18 Change of Conditions. If, in the opinion of CDFW, conditions arise, or change, in such a manner as to be considered deleterious to the

## ATTACHMENT E

stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

### Routine Maintenance Limits

- 2.19 Limits on Sediment Removal. Sediment removal shall be limited to the amounts and timing specified in the Project Description. Specifically, sediment removal shall be limited to 50,000 CY for each sediment removal event. Sediment removal shall be limited to three times within the Years 2015 through 2014 for a total of 150,000 CY.
- 2.20 Stockpiling of Soil. No castings or spoils shall be placed on the stream side of the bank or levee where it could enter the stream or cover riparian or wetland areas.

### Equipment and Vehicles

- 2.21 Vehicle/Equipment Maintenance. Any equipment or vehicles driven and/or operated in proximity of the stream shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. Vehicles shall be moved away at least 150 feet from the stream prior to refueling and lubrication.
- 2.22 Equipment Storage and Stationary Operation. Staging and storage areas for equipment, materials, fuels, lubricants and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream, shall be positioned over drip-pans. Any equipment or vehicles driven and/or operated in proximity to the stream must be checked and maintained daily.

### Toxic or Hazardous Materials

- 2.23 Storage and Handling of Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the project site. Such materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, and oil or other petroleum products. These materials shall be prevented from contaminating the soil and/or entering the waters of the State. Any such materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with permission of Permittee, shall be removed immediately. BMPs shall be employed to accomplish these requirements.

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- 2.24 Removal of Trash and Debris. Permittee shall remove all raw construction materials and wastes from work sites following the completion of maintenance activities. Food-contaminated wastes generated during work shall be removed on a daily basis to avoid attracting predators to work sites. All temporary fences, barriers, and/or flagging shall be completely removed from work sites and properly disposed of upon completion of maintenance activities. Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone.
- 2.25 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter the stream or placed in locations that may be subjected to high storm flows.

### Spills and Emergencies

- 2.26 Spill Cleanup and Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

### **3. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Proposed Activities. Permittee shall provide CDFW written notification of proposed routine maintenance activities to be performed in the upcoming year by July 15 each year with the exception of Year 2015. Notification for 2015 shall be provided by September 28, 2015. Notification reports shall describe the project location, length and width of impact area, and a detailed description of proposed modifications to the channel. Reports shall be submitted to CDFW regardless of whether work is proposed.

CDFW shall append annual notification reports of proposed maintenance activities to this Agreement. For streamlined tracking, Permittee shall label annual notification reports according to the following convention: Exhibit A-[year] (e.g. Exhibit A-2015, Exhibit A-2016).

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- 3.2 Annual Reports for Completed Projects. On an annual basis, Permittee shall provide CDFW written notification of maintenance projects completed. Annual reports shall include a brief project description, amount of sediment removed and the appropriate fee from the current CDFW Streambed Alteration Agreement Fee Schedule for work completed under this Agreement based upon the number of projects completed in the reporting period. The annual report is due on December 15 of each year. A report shall be submitted to CDFW regardless of whether work was completed. CDFW may terminate this Agreement if reports and fees are not submitted by this deadline.
- 3.3 Four-year Status Report. The Permittee shall provide a status report to CDFW every four years (2018 and 2022). The status report shall be delivered to CDFW no later than December 31 of each four-year period, and shall include all of the following information:
- a) A copy of the original Agreement.
  - b) The status of the activities covered by the Agreement.
  - c) An evaluation of the success or failure of the measures in the Agreement to protect the fish and wildlife resources that the activity may have substantially adversely affected.
  - d) A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.

CDFW shall review the four-year status report, and conduct an onsite inspection to confirm that the Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources that may be substantially adversely affected by the activity, CDFW, in consultation with the Permittee, and within 45 days of receipt of the report, shall impose one or more new measures to protect the fish and wildlife resources affected by the activity. If requested to do so by the Permittee, CDFW shall make available the information upon which it determined the Agreement no longer protects the affected fish and wildlife resources

- 3.4 Notification to the California Natural Diversity Database (CNDDDB). If any listed, rare, or special status species are detected during project surveys or on or around the project site during project activities, the Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website

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([http://www.dfg.ca.gov/biogeodata/cnddb/submitting\\_data\\_to\\_cnddb.asp](http://www.dfg.ca.gov/biogeodata/cnddb/submitting_data_to_cnddb.asp)) within 14 working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

### CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Don Snaman  
Port of Redwood City  
675 Seaport Boulevard  
Redwood City, CA 94063  
Work (650) 306-4150  
Fax (650) 369-7636  
[dsnaman@redwoodcityport.com](mailto:dsnaman@redwoodcityport.com)

To CDFW:

California Department of Fish and Wildlife  
Bay Delta Region  
7329 Silverado Trail  
Napa, California 94558  
Attn: Lake and Streambed Alteration Program – Suzanne DeLeon  
Notification #1600-2015-0199-R3  
Fax (707) 944-5553  
[Suzanne.DeLeon@wildlife.ca.gov](mailto:Suzanne.DeLeon@wildlife.ca.gov)

### LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

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### **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

### **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

### **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

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Streambed Alteration Agreement  
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### **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

### **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

### **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

### **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the



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applicable FGC section 711.4 filing fee listed at  
[http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

### **TERM**

This Agreement shall expire on December 31, 2024 unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

### **EXHIBITS**

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Annual Notifications of Proposed Work (reserved for future exhibits)

### **AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

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**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR PORT OF REDWOOD CITY**



---

Don Snaman  
Permittee

SEPTEMBER 15, 2015

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**



---

Craig J. Weightman  
Environmental Program Manager

10/8/15

Date

Prepared by: Suzanne DeLeón  
Environmental Scientist

Date Sent: September 2, 2015; September 15, 2015

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**EXHIBIT A**  
**ANNUAL NOTIFICATIONS OF COMPLETED WORK**  
(Reserved for future exhibits)

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| FOR DEPARTMENT USE ONLY |                 |            |               |                  |
|-------------------------|-----------------|------------|---------------|------------------|
| Date Received           | Amount Received | Amount Due | Date Complete | Notification No. |
| 6/09/2015               | \$ 3315.75      | \$         |               | 1600-2015-0199-3 |



✓#15561  
 Port of Redwood City

STATE OF CALIFORNIA  
 DEPARTMENT OF FISH AND WILDLIFE

DeLeon  
 Lt. Ober  
 Wdn. Mahaffey



### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

#### 1. APPLICANT PROPOSING PROJECT

|                  |                             |                 |                |
|------------------|-----------------------------|-----------------|----------------|
| Name             | Don Snaman                  |                 |                |
| Business/Agency  | Port of Redwood City        | Fish & Wildlife |                |
| Street Address   | 675 Seaport Blvd.           | JUN 09 2015     |                |
| City, State, Zip | Redwood City, Ca, 94063     |                 |                |
| Telephone        | (650) 306-4150              | Fax             | (650) 369-7636 |
| Email            | dsnaman@redwoodcityport.com |                 |                |

#### 2. CONTACT PERSON (Complete only if different from applicant)

|                  |                                     |     |                |
|------------------|-------------------------------------|-----|----------------|
| Name             | Jaclyn Gnusti                       |     |                |
| Street Address   | 2185 N. California Blvd., Suite 500 |     |                |
| City, State, Zip | Walnut Creek, CA 94596              |     |                |
| Telephone        | (925) 944-5411                      | Fax | (925) 944-4732 |
| Email            | jgnusti@gmail.com                   |     |                |

#### 3. PROPERTY OWNER (Complete only if different from applicant)

|                  |  |     |  |
|------------------|--|-----|--|
| Name             |  |     |  |
| Street Address   |  |     |  |
| City, State, Zip |  |     |  |
| Telephone        |  | Fax |  |
| Email            |  |     |  |

#### 4. PROJECT NAME AND AGREEMENT TERM

|                             |  |                        |                        |    |
|-----------------------------|--|------------------------|------------------------|----|
| A. Project Name             | Port of Redwood City Wharves 1-4 Maintenance Dredging  |                        |                        |    |
| B. Agreement Term Requested | <input type="checkbox"/> Regular (5 years or less)<br><input checked="" type="checkbox"/> Long-term (greater than 5 years) |                        |                        |    |
| C. Project Term             | D. Seasonal Work Period  |                        | E. Number of Work Days |    |
| Beginning (year)            | Ending (year)  | Start Date (month/day) | End Date (month/day)   |    |
| 2015                        | 2024   | June 1                 | November 30            | 30 |

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

#### 5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.

|    |  |
|----|--|
| A. | <input type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)                                  |
| B. | <input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) <span style="float: right;">Mine I.D. Number: _____</span>         |
| C. | <input type="checkbox"/> Timber Harvesting (Attachment B) <span style="float: right;">THP Number: _____</span>                         |
| D. | <input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) <span style="float: right;">SWRCB Number: _____</span>  |
| E. | <input checked="" type="checkbox"/> Routine Maintenance (Attachment D)   |
| F. | <input type="checkbox"/> CDFW Fisheries Restoration Grant Program (FRGP) <span style="float: right;">FRGP Contract Number _____</span> |
| G. | <input type="checkbox"/> Master  |
| H. | <input type="checkbox"/> Master Timber Harvesting  |

#### 6. FEES

Please see the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. *Note: The Department may not process this notification until the correct fee has been received.*

|   | A. Project   | B. Project Cost              | C. Project Fee    |
|---|--|------------------------------|-------------------|
| 1 | Maintenance Dredging (3 episodes per 10 year period @ \$122.75/ea) | \$1.5M each                  | \$368.25          |
| 2 |  |                              |                   |
| 3 |  |                              |                   |
| 4 |  |                              |                   |
| 5 |  |                              |                   |
|   |  | D. Base Fee (if applicable)  | \$2,947.50        |
|   |  | <b>E. TOTAL FEE ENCLOSED</b> | <b>\$3,315.75</b> |

#### 7. PRIOR NOTIFICATION OR ORDER

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?

Yes (Provide the information below)  No

Applicant: \_\_\_\_\_ Notification Number: \_\_\_\_\_ Date: \_\_\_\_\_

B. Is this notification being submitted in response to an order, notice, or other directive ("order") by a court or administrative agency (including the Department)?

No  Yes (Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)

Continued on additional page(s)

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

#### 8. PROJECT LOCATION

A. Address or description of project location.

*(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)*

The Port of Redwood City wharves are located on the southeast bank of Redwood Creek, located in the southern San Francisco Bay. The project is adjacent to the federally maintained Redwood Creek Harbor deepwater ship channel.

To access the site via land, take Highway 101 about 25 miles south of San Francisco, and exit on Woodside Road/CA-84 west. Follow Seaport Blvd/Frontage Road approximately 1.5 miles. Port is on the left.

See Figure 1.

Continued on additional page(s)

B. River, stream, or lake affected by the project. **Redwood Creek**

C. What water body is the river, stream, or lake tributary to? **SF Bay**

D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?  Yes  No  Unknown

E. County **San Mateo**

| F. USGS 7.5 Minute Quad Map Name | G. Township | H. Range | I. Section  | J. ¼ Section     |
|----------------------------------|-------------|----------|-------------|------------------|
| Redwood Point US Topo - 5640622  | T4S R4W     |          | S36 T4S R4W | NE 1/4 of SE 1/4 |
|                                  |             |          |             |                  |
|                                  |             |          |             |                  |

Continued on additional page(s)

K. Meridian (check one)  Humboldt  Mt. Diablo  San Bernardino

L. Assessor's Parcel Number(s)

Continued on additional page(s)

M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)

|  |   |   |
|--|---|---|
|  | Latitude: 37d30'45" N                                       | Longitude: 122d12'39" W   |
| Latitude/Longitude                       | <input checked="" type="checkbox"/> Degrees/Minutes/Seconds | <input type="checkbox"/> Decimal Degrees <input type="checkbox"/> Decimal Minutes |
| UTM                                      | Easting:  | Northing: <input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11       |
| Datum used for Latitude/Longitude or UTM | <input type="checkbox"/> NAD 27                             | <input checked="" type="checkbox"/> NAD 83 or WGS 84                              |

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

**9. PROJECT CATEGORY AND WORK TYPE** (Check each box that applies)

| PROJECT CATEGORY                                   | NEW<br>CONSTRUCTION      | REPLACE<br>EXISTING STRUCTURE | REPAIR/MAINTAIN<br>EXISTING STRUCTURE |
|--|--------------------------|-------------------------------|---------------------------------------|
| Bank stabilization – bioengineering/recontouring   | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Bank stabilization – rip-rap/retaining wall/gabion | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Boat dock/pier                                     | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Boat ramp  | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Bridge   | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Channel clearing/vegetation management             | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Culvert  | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Debris basin                                       | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Dam  | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Diversion structure – weir or pump intake          | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Filling of wetland, river, stream, or lake         | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Geotechnical survey                                | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Habitat enhancement – revegetation/mitigation      | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Levee  | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Low water crossing                                 | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Road/trail   | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Sediment removal – pond, stream, or marina         | <input type="checkbox"/> | <input type="checkbox"/>      | <input checked="" type="checkbox"/>   |
| Storm drain outfall structure                      | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Temporary stream crossing                          | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Utility crossing : Horizontal Directional Drilling | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Jack/bore  | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| Open trench  | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |
| <b>Other (specify):</b>                            | <input type="checkbox"/> | <input type="checkbox"/>      | <input type="checkbox"/>              |

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

#### 10. PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included.

- Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake.
- Specify the type and volume of materials that will be used.
- If water will be diverted or drafted, specify the purpose or use.

Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details; the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area.

This project includes maintenance dredging of the Port of Redwood City Berths 1 through 4. This project is performed approximately every 2 to 3 years to maintain a berth depth of -34 feet MLLW, plus 1 foot of allowable overdepth. Dredged sediment is composed primarily of bay mud. Historically the material has been disposed at SF-11 (in-Bay) or at SF-DODS (ocean).

This agreement would include a maximum of 3 dredging episodes at 50,000 cubic yards each, for a total of 150,000 cubic yards over 10 years. All dredging and material disposal/placement will be as required by regulatory permits, and the Dredged Material Management Office (DMMO).

Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

Mechanical dredge (crane mounted on a scow), bottom dump scows, support vessels, tug boat

Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

Yes     No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?

Yes (Enclose a plan to divert water around work site)  
 No



## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

#### 11. PROJECT IMPACTS

**A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.**

The dredging footprint is 5.2 acres adjacent to the federal Redwood Creek Harbor channel. A maximum of 50,000 cubic yards of silted-in material (maintenance material) would be removed during each dredging episode, for a total of 150,000 cubic yards maximum in 3 episodes. All material will be disposed at a permitted in-Bay, ocean, and/or upland/beneficial reuse site, pending DMMO approval.

Continued on additional page(s)

**B. Will the project affect any vegetation?**

Yes (Complete the tables below)  No

| Vegetation Type | Temporary Impact                        | Permanent Impact                        |
|-----------------|---|---|
|                 | Linear feet: _____<br>Total area: _____ | Linear feet: _____<br>Total area: _____ |
|                 | Linear feet: _____<br>Total area: _____ | Linear feet: _____<br>Total area: _____ |

| Tree Species | Number of Trees to be Removed | Trunk Diameter (range) |
|--------------|-------------------------------|------------------------|
|              |                               |                        |
|              |                               |                        |
|              |                               |                        |

Continued on additional page(s)

**C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?**

Yes (List each species and/or describe the habitat below)       No       Unknown

All dredging will be in compliance with established work windows for species, see attached.

Continued on additional page(s)

**D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.**

Continued on additional page(s)

**E. Has a biological study been completed for the project site?**

Yes (Enclose the biological study)       No

*Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.*

**F. Has a hydrological study been completed for the project or project site?**

Yes (Enclose the hydrological study)       No

*Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.*

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

#### 12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

A closed mechanical bucket will lift the sediment into a closed barge. The barges will be inspected prior to dredging, and will be electronically monitored for leaks during the course of the project. Any leak or loss of material will automatically alert the EPA. Further, an inspector will be onsite periodically to ensure all dredging is in compliance with permits and regulatory requirements.

Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

All dredging will occur within the NMFS and CDFW approved work windows for fish protection of June 1 through November 30. Wildlife not affected since all work is in water and will comply with City air and noise regulations.

No vegetation will be impacted.

Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

No mitigation is anticipated necessary in light of the avoidance measures that will be in place.

Continued on additional page(s)

#### 13. PERMITS

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

- |    |   |   |                                 |
|----|---|---|---------------------------------|
| A. | <u>U.S. Army Corps of Engineers - 10 year dredging permit</u>   | <input checked="" type="checkbox"/> Applied | <input type="checkbox"/> Issued |
| B. | <u>Water Board - 10 year Water Quality Certification</u>  | <input checked="" type="checkbox"/> Applied | <input type="checkbox"/> Issued |
| C. | <u>BCDC - 10 year permit amendment (#m93-77)</u>  | <input checked="" type="checkbox"/> Applied | <input type="checkbox"/> Issued |
| D. | Unknown whether <input type="checkbox"/> local, <input type="checkbox"/> state, or <input type="checkbox"/> federal permit is needed for the project. (Check each box that applies) |   |                                 |

Continued on additional page(s)

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

#### 14. ENVIRONMENTAL REVIEW

|  |  |  |  |
|--|--|--|--|
| <b>A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?</b> |  |  |  |
| <input checked="" type="checkbox"/> Yes (Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each)  |  |  |  |
| <input type="checkbox"/> No (Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared)   |  |  |  |
| <input checked="" type="checkbox"/> Notice of Exemption  | <input type="checkbox"/> Mitigated Negative Declaration              | <input type="checkbox"/> NEPA document (type): _____ |  |
| <input type="checkbox"/> Initial Study   | <input type="checkbox"/> Environmental Impact Report                 | <input type="checkbox"/> CESA document (type): _____ |  |
| <input type="checkbox"/> Negative Declaration  | <input type="checkbox"/> Notice of Determination (Enclose)           | <input type="checkbox"/> ESA document (type): _____  |  |
| <input type="checkbox"/> THP/ NTMP   | <input type="checkbox"/> Mitigation, Monitoring, Reporting Plan      |  |  |
| <b>B. State Clearinghouse Number (if applicable)</b>   | n/a  |  |  |
| <b>C. Has a CEQA lead agency been determined?</b>  | <input checked="" type="checkbox"/> Yes (Complete boxes D, E, and F) |  | <input type="checkbox"/> No (Skip to box 14.G) |
| <b>D. CEQA Lead Agency</b>   | Port of Redwood City   |  |  |
| <b>E. Contact Person</b>   | Don Snaman   | <b>F. Telephone Number</b>                           | (650) 306-4150                                 |
| <b>G. If the project described in this notification is part of a larger project or plan, briefly describe that larger project or plan.</b>   |  |  |  |
| N/A  |  |  |  |
| <input type="checkbox"/> Continued on additional page(s)   |  |  |  |
| <b>H. Has an environmental filing fee (Fish and Game Code section 711.4) been paid?</b>  |  |  |  |
| <input checked="" type="checkbox"/> Yes (Enclose proof of payment)   |  |  |  |
| <input type="checkbox"/> No (Briefly explain below the reason a filing fee has not been paid)  |  |  |  |
| <i>Note: If a filing fee is required, the Department may not finalize a Lake or Streambed Alteration Agreement until the filing fee is paid.</i>   |  |  |  |

#### 15. SITE INSPECTION

|   |
|---|
| <b>Check one box only.</b>  |
| <input type="checkbox"/> In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.  |
| <input checked="" type="checkbox"/> I request the Department to first contact (insert name) <u>Don Snaman</u><br>at (insert telephone number) <u>(650) 306-4150</u> to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification. |

**ATTACHMENT E**

**NOTIFICATION OF LAKE OR STREAMBED ALTERATION**

**16. DIGITAL FORMAT**

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

Yes (Please enclose the information via digital media with the completed notification form)

No

**17. SIGNATURE**

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

  
\_\_\_\_\_  
Signature of Applicant or Applicant's Authorized Representative

5/26/2015  
\_\_\_\_\_  
Date

**Don Snaman**  
\_\_\_\_\_  
Print Name

## ATTACHMENT E

Attachment to  
**NOTIFICATION OF LAKE OR STREAMBED ALTERATION**  
**Port of Redwood City Wharves 1-4 Maintenance Dredging**  
**May 2015**

### Field 10 Project Description

***D. Will the proposed project required work in the wetted portion of the channel?***

Yes, the project consists of dredging of sediment from the sea bed, at over 30 feet below MLLW. Therefore no water diversion would be required or implemented during this project.

### Field 11 Project Impacts

***C. Are any special status animals or plant species, or habitat that could support such species, known to be present on or near the project site?***

Steelhead Trout: Dredging will only occur between June 1 and November 30 in compliance for the allowable work window established by the LTMS, unless permitted by NMFS and CDFW by consultation.

Longfin Smelt: A No-take Determination was submitted for the 2010 maintenance dredging project and approved by California Fish and Game. That document determined that this project will not affect longfin smelt or results in the incidental take of any longfin smelt individuals due to the project location in the south bay and occurrence in the fall.

The dredging area is over 500 feet from the nearest wetland/marsh, Bair Island, which is located across Redwood Creek. The Federally maintained ship channel is between the berths and the marsh.

***D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.***

Information based on guidance documents (EFH Conservation Measures document dated June 9, 2011; Longfin smelt guidance documents on LTMS website) and communications with LMTS Program managers/previous permits related to dredging at the Port.

## ATTACHMENT E

STATE OF CALIFORNIA  
DEPARTMENT OF FISH AND WILDLIFE

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Applicant Name: Port of Redwood City

Project Title: Wharves 1-4 Maintenance Dredging

## ATTACHMENT D

### Routine Maintenance

If the applicant is notifying the Department to obtain an agreement for routine maintenance activities, Section I must be completed and the information and documents described in Sections II and III must be submitted with the notification.

#### I. REGULARLY RE-OCCURRING MAINTENANCE ACTIVITIES

These are generally activities designed to maintain channel capacity. Check each box that applies:

- Sediment removal:
- In and around bridges, culverts, storm drain outlets, and/or water diversion inlets
  - Stream channel bottom
  - Pond or lake
  - Marina basin  
Deepwater ship berths adjacent to federally maintained Redwood Creek deepwater
  - Other: navigation channel.
- Clearing trash and debris
- Removing fallen trees
- Removing dead (not dormant) trees and shrubs
- Vegetation:
- Limbing and/or trimming of branches and tree limbs
  - Vegetation removal under high power lines
  - Mowing levee slopes and stream banks
  - Mowing within stream and floodway channels
  - Removing emergent (e.g., bulrush and cattails) or other near water vegetation with:
    - hand tools
    - mechanical vegetation cutters and shredders
    - heavy equipment (soil disturbance)
    - chemicals

## ATTACHMENT E

### NOTIFICATION OF LAKE OR STREAMBED ALTERATION ATTACHMENT D

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- Removing vegetation from the **upper half** of the bank with:
  - hand tools
  - mechanical vegetation cutters or shredders
  - heavy equipment (soil disturbance)
  - chemicals
- Removing vegetation from the **lower half** of bank with:
  - hand tools
  - mechanical vegetation cutters or shredders
  - heavy equipment (soil disturbance)
  - chemicals
- Removing vegetation within the channel with:
  - hand tools
  - mechanical vegetation cutters and shredders
  - heavy equipment (soil disturbance)
  - chemicals
- Removing invasive, non-native plants with:
  - hand tools
  - mechanical vegetation cutters and shredders
  - heavy equipment (soil disturbance)
  - chemicals
- Other: \_\_\_\_\_
- Debris and brush pile burning
- Burning levees
- Minor erosion repair:
  - Repair at existing erosion control sites
  - New erosion repair
- Revegetation with local, native plant species

**ATTACHMENT E**

NOTIFICATION OF LAKE OR STREAMBED ALTERATION  
ATTACHMENT D

---

Chemical application:

Herbicides

Rodenticides

Insecticides

Minor bridge work:

Reinforcing pilings

Reinforcing aprons

Bridge painting (access and falsework)

Materials to be used for reinforcement: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

**II. MAP OR MAPBOOK**

Maps must be of sufficient detail to assist in locating maintenance sites and should include the following:

- A. The applicant's jurisdictional boundaries
- B. All watercourses within the jurisdictional boundaries where maintenance will occur
- C. A key to identify each watercourse and the maintenance activities and location (e.g., bridges, water control diversions, and large scale maintenance) of those activities that are likely to occur

**III. SPECIAL STATUS SPECIES LOCATIONS**

A drawing, diagram, or map that shows the applicant's jurisdictional boundaries and the locations within that area where special status species are known to exist.



**Port or Redwood City  
Maintenance Dredging 2024 Project  
Detailed Bid Comparisons**

|   | The Dutra Group  |               |               | Manson Construction Company |               |               | Curtin Maritime        |               |               |                        |
|---|--|---------------|---------------|-----------------------------|---------------|---------------|------------------------|---------------|---------------|------------------------|
|   | Cubic Yards  | Unit Cost     | Item Cost     | Cubic Yards                 | Unit Cost     | Item Cost     | Cubic Yards            | Unit Cost     | Item Cost     |                        |
| 1 | Preparation of DOP and submittal to DMMO   |               | \$ 7,000.00   |                             |               | \$ 10,000.00  |                        |               | \$ 10,000.00  |                        |
| 2 | Pre- and Post-dredge surveys including volume calculations   |               | \$ 30,000.00  |                             |               | \$ 35,000.00  |                        |               | \$ 35,000.00  |                        |
| 3 | Mobilization (not to exceed 17% of total bid)  |               | \$ 225,000.00 |                             |               | \$ 490,000.00 |                        |               | \$ 464,274.25 |                        |
| 4 | Demobilization (not to exceed 8% of total bid)   |               | \$ 75,000.00  |                             |               | \$ 225,000.00 |                        |               | \$ 218,482.00 |                        |
| 5 | Dredging and Disposal of maximum 9,565 CY from Wharves 1, 2, 3, and 4 at SF-11   | 9,565         | \$ 20.00      | \$ 191,300.00               | 9,565         | \$ 15.00      | \$ 143,475.00          | 9,565         | \$ 41.89      | \$ 400,677.85          |
| 6 | Dredging and beneficial reuse of minimum of 5,536 CY from Wharves 1, 2, 3 and 4, and total volume from MAMF and Boatyard Approach Area (13,593 CY) at CRRP and/or MWRP | 19,129        | \$ 35.00      | \$ 669,515.00               | 19,129        | \$ 77.00      | \$ 1,472,933.00        | 38,259        | \$ 41.89      | \$ 1,602,669.51        |
| 7 | Dredging and Disposal of maximum 19,130 CY from Wharves 1, 2, 3, and 4 at SF-DODS  | 19,130        | \$ 35.00      | \$ 669,550.00               | 19,130        | \$ 32.00      | \$ 612,160.00          |               |               |                        |
|   | <b>Total</b>   | <b>47,824</b> |               | <b>\$ 1,867,365.00</b>      | <b>47,824</b> |               | <b>\$ 2,988,568.00</b> | <b>47,824</b> |               | <b>\$ 2,731,103.61</b> |

Client: Port of Redwood City  
Site: Port of Redwood City

Project No.: 200728-001  
Completed By: S. Bodensteiner  
Date: 26-Sep-2024  
Checked By: M. Angis  
Date: 26-Sep-2024

Project: Port of Redwood City Maintenance Dredging

**Subject: Maintenance Dredging 80/20 Option: 80% Beneficial Reuse, 20% SF-11**  
Purpose: Estimate for dredging and disposal of sediments dredged from Port of Redwood City

| NO.  | ITEM   | ESTIMATED QUANTITY | UNIT (EA, LF, LS) | UNIT PRICE    | ESTIMATED COST      | Source comments/assumptions   |
|--|--|--------------------|-------------------|---------------|---------------------|---|
| 1  | Preparation of DOP and submittal to DMMO   | 1                  | Lump Sum          | \$ 10,000.00  | \$ 10,000           | H&A Estimate based on previous bids and familiarity with local market |
| 2  | Pre- and Post-dredge surveys including volume calculations   | 1                  | Lump Sum          | \$ 20,000.00  | \$ 20,000           | H&A Estimate based on previous bids and familiarity with local market |
| 3  | Mobilization (not to exceed 17% of total bid)  | 1                  | Lump Sum          | \$ 190,000.00 | \$ 190,000          | Average of 2021 Port bids + 20% inflation                             |
| 4  | Demobilization (not to exceed 8% of the total bid)   | 1                  | Lump Sum          | \$ 95,000.00  | \$ 95,000           | Average of 2021 Port bids + 20% inflation                             |
| 5  | Dredging and disposal of 20% of the total volume from Wharves 1, 2, 3 and 4 at SF-11.                    | 9,565              | Cubic Yard        | \$ 16.00      | \$ 153,040          | Average of 2021 Port bids + 20% inflation                             |
| 6  | Dredging and beneficial reuse of 40% of the total volume from Wharves 1, 2, 3 and 4 at CRRP and/or MWRP. | 38,259             | Cubic Yard        | \$ 37.00      | \$ 1,415,580        | Average of apparent beneficial reuse unit cost from 2024 USACE bids   |
| 7  | Dredging and disposal of 40% of the total volume from Wharves 1, 2, 3 and 4 at SF-DODS.                  | 0                  | Cubic Yard        | \$ 28.00      | \$ -                | Average of 2021 Port bids + 20% inflation                             |
| <b>SUBTOTAL COSTS:</b>                                       |  |                    |                   |               | <b>\$ 1,884,000</b> |   |
| <b>25% CONTINGENCY</b>                                       |  |                    |                   |               | <b>\$ 471,000</b>   |   |
| <b>SUBTOTAL COSTS WITH 25% CONTINGENCY</b>                   |  |                    |                   |               | <b>\$ 2,355,000</b> |   |
| <b>TOTAL ESTIMATED CONSTRUCTION COST - LOW RANGE (-25%)</b>  |  |                    |                   |               | <b>\$ 1,767,000</b> |   |
| <b>TOTAL ESTIMATED CONSTRUCTION COST - HIGH RANGE (+50%)</b> |  |                    |                   |               | <b>\$ 3,533,000</b> |   |

**Assumptions:**

This cost estimate prepared is considered budgetary and considered accurate to + 50 percent to – 25 percent, based upon this design.

The cost estimates shown have been prepared for guidance in project evaluation and implementation from the information available at the time of the estimate (September 2024). The final cost of the project will depend upon the actual labor and material costs, competitive market conditions, final project costs, implementation schedule and other variable factors. As a result, the final project costs will vary from the estimates presented herein. Because of this, project feasibility and funding needs must be carefully reviewed prior to making specific financial decisions to help ensure proper project evaluation and adequate funding. The estimate is based on information available as of September 2024. The client should be cautioned that such prices are highly subject to variation. Haley & Aldrich is not responsible for any variance from this estimate or actual prices and conditions obtained.

Client: Port of Redwood City  
Site: Port of Redwood City

Project No.: 200728-001  
Completed By: S. Bodensteiner  
Date: 26-Sep-2024  
Checked By: M. Angis  
Date: 26-Sep-2024

Project: Port of Redwood City Maintenance Dredging

**Subject: Maintenance Dredging 40/40/20 Option: 40% SF-DODS, 40% Beneficial Reuse, 20% SF-11**  
Purpose: Estimate for dredging and disposal of sediments dredged from Port of Redwood City

| NO.  | ITEM   | ESTIMATED QUANTITY | UNIT (EA, LF, LS) | UNIT PRICE    | ESTIMATED COST      | Source comments/assumptions   |
|--|--|--------------------|-------------------|---------------|---------------------|---|
| 1  | Preparation of DOP and submittal to DMMO   | 1                  | Lump Sum          | \$ 10,000.00  | \$ 10,000           | H&A Estimate based on previous bids and familiarity with local market |
| 2  | Pre- and Post-dredge surveys including volume calculations   | 1                  | Lump Sum          | \$ 20,000.00  | \$ 20,000           | H&A Estimate based on previous bids and familiarity with local market |
| 3  | Mobilization (not to exceed 17% of total bid)  | 1                  | Lump Sum          | \$ 190,000.00 | \$ 190,000          | Average of 2021 Port bids + 20% inflation                             |
| 4  | Demobilization (not to exceed 8% of the total bid)   | 1                  | Lump Sum          | \$ 95,000.00  | \$ 95,000           | Average of 2021 Port bids + 20% inflation                             |
| 5  | Dredging and disposal of 20% of the total volume from Wharves 1, 2, 3 and 4 at SF-11.                    | 9,565              | Cubic Yard        | \$ 16.00      | \$ 153,040          | Average of 2021 Port bids + 20% inflation                             |
| 6  | Dredging and beneficial reuse of 40% of the total volume from Wharves 1, 2, 3 and 4 at CRRP and/or MWRP. | 19,129             | Cubic Yard        | \$ 37.00      | \$ 707,770          | Average of apparent beneficial reuse unit cost from 2024 USACE bids   |
| 7  | Dredging and disposal of 40% of the total volume from Wharves 1, 2, 3 and 4 at SF-DODS.                  | 19,130             | Cubic Yard        | \$ 28.00      | \$ 535,640          | Average of 2021 Port bids + 20% inflation                             |
| <b>SUBTOTAL COSTS:</b>                                       |  |                    |                   |               | <b>\$ 1,712,000</b> |   |
| <b>25% CONTINGENCY</b>                                       |  |                    |                   |               | <b>\$ 428,000</b>   |   |
| <b>SUBTOTAL COSTS WITH 25% CONTINGENCY</b>                   |  |                    |                   |               | <b>\$ 2,140,000</b> |   |
| <b>TOTAL ESTIMATED CONSTRUCTION COST - LOW RANGE (-25%)</b>  |  |                    |                   |               | <b>\$ 1,605,000</b> |   |
| <b>TOTAL ESTIMATED CONSTRUCTION COST - HIGH RANGE (+50%)</b> |  |                    |                   |               | <b>\$ 3,210,000</b> |   |

**Assumptions:**

This cost estimate prepared is considered budgetary and considered accurate to + 50 percent to – 25 percent, based upon this design.

The cost estimates shown have been prepared for guidance in project evaluation and implementation from the information available at the time of the estimate (September 2024). The final cost of the project will depend upon the actual labor and material costs, competitive market conditions, final project costs, implementation schedule and other variable factors. As a result, the final project costs will vary from the estimates presented herein. Because of this, project feasibility and funding needs must be carefully reviewed prior to making specific financial decisions to help ensure proper project evaluation and adequate funding. The estimate is based on information available as of September 2024. The client should be cautioned that such prices are highly subject to variation. Haley & Aldrich is not responsible for any variance from this estimate or actual prices and conditions obtained.

**ATTACHMENT H**



HALEY & ALDRICH, INC.  
1956 Webster Street Suite 300  
Oakland, CA 94612  
510.879.4544

September 27, 2024

Ms. Christie Coats  
Director of Operations  
Port of Redwood City  
675 Seaport Boulevard  
Redwood City, CA 94063

**SUBJECT: Contract Award Recommendation – Port of Redwood City 2024 Maintenance Dredging Project**

Dear Christie:

Haley & Aldrich, Inc. has reviewed the itemized bid results from the three contractors that submitted proposals in response to the Port of Redwood City's 2024 Maintenance Dredging Project solicitation. The bid price submitted by the Dutra Group (\$1,867,365) is consistent with our Engineer's Estimate (\$1,712,000) using the same blend of dredged material management options proposed by the Dutra Group (40% beneficial reuse, 40% ocean disposal, 20% in-Bay disposal). It is also lower than the bid prices submitted by both Manson Construction Company (\$2,988,568) and Curtin Maritime (\$2,731,104).

Based on the Dutra Group's previous experience performing maintenance dredging projects at the Port of Redwood City, experience with the processes involved with all three dredged material disposal options (i.e., in-Bay disposal, ocean disposal and beneficial reuse), and their extensive and proven capabilities with mechanical dredging in San Francisco Bay, we consider their firm to be appropriately qualified and their bid responsible. As such, we recommend the Dutra Group for award of the Port of Redwood City's 2024 Maintenance Dredging Project.

If you have any questions or need any further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bodensteiner".

Scott Bodensteiner  
Program Manager  
Haley & Aldrich, Inc.

**ATTACHEMENT I**

**RESOLUTION NO. P-**

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BIDS FOR THE MAINTENANCE DREDGING 2024 PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK; AND DIRECTING RETURN OF SECURITY DEPOSITS (THE DUTRA GROUP)**

**WHEREAS**, pursuant to Resolution No. P-2559, adopted September 11, 2024, by the Board of Port Commissioners, the Port Executive Director requested bids for the Maintenance Dredging 2024 Project at the Port of Redwood City, Redwood City, California; and

**WHEREAS**, three (3) bids were received for the performance of said work and filed with the Port Executive Director; and

**WHEREAS**, The Dutra Group of San Rafael, California, is the lowest responsible bidder, and it is the intention and desire of this Board of Port Commissioners to award said bid to The Dutra Group.

**NOW, THEREFORE;**

**BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY, AS FOLLOWS:**

1. The bid of The Dutra Group of One Million Eight Hundred Sixty Seven Thousand Three Hundred Sixty Five and No/100 Dollars (\$1,867,365), computed in accordance with bidder's proposal dated September 25, 2024 for the maintenance dredging of Wharves 1-4, the Multi-Agency Maritime Facility, and the Boatyard Approach Area is hereby accepted and said bidder is hereby found and declared to be the lowest responsible bidder for said work.

2. That certain agreement entitled "Agreement" by and between the City of Redwood City, a municipal corporation of the State of California, by and through its Board of

**ATTACHEMENT I**

Port Commissioners (“Port of Redwood City”) and The Dutra Group, a copy of which agreement is on file in the office of the Port Executive Director, to which copy reference is hereby made for the full particulars thereof, is hereby approved and the Port Executive Director and the Port Executive Secretary are hereby authorized and directed to execute and to attest thereto respectively, said agreement for and on behalf of the Port of Redwood City.

3. Any and all informalities or irregularities in the aforementioned bid of The Dutra Group are hereby waived.

4. The Port Executive Director is hereby authorized and directed to return to the unsuccessful bidders (and to the successful bidder upon execution by it of the aforementioned agreement and of the Payment and Performance Bonds referred to therein), all securities guaranteeing execution of said agreement upon award.

\* \* \*

Regularly passed and adopted by the Board of Port Commissioners of Redwood City, this 9<sup>th</sup> day of October, 2024.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

\_\_\_\_\_  
President Maupin, Board of Port Commissioners

Attest:

\_\_\_\_\_  
Secretary Claire, Board of Port Commissioners