

**CONTRACT DOCUMENTS  
FOR THE  
PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024  
PROJECT**

**PORT OF REDWOOD CITY  
REDWOOD CITY, CALIFORNIA**

**PREPARED BY**

**HALEY & ALDRICH, INC  
426 17<sup>TH</sup> ST., SUITE 700  
OAKLAND, CA 94612**

**SEPTEMBER 2024**

**HALEY & ALDRICH PROJECT #: 200728-00**

PORT OF REDWOOD CITY

SEPTEMBER 2024

CONTRACT DOCUMENTS

FOR THE

PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT

PORT OF REDWOOD CITY

REDWOOD CITY, CALIFORNIA

Engineer's Attest:

The following plans and details have been prepared under the supervision of the undersigned, who hereby certifies that Engineer is a Registered Engineer in the State of California.

Prepared by:

Haley & Aldrich, Inc.

  
\_\_\_\_\_  
Michael Angis, P.E. CA 89120  
Lead Design Engineer

9/11/2024

\_\_\_\_\_  
DATE

Approved by:

PORT OF REDWOOD CITY

  
\_\_\_\_\_  
CHRISTIE COATS  
Its: DIRECTOR OF OPERATIONS

9/11/2024  
\_\_\_\_\_  
DATE

## 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 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 coverages; 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:

<u>Insurance Category</u>	<u>Minimum Limits</u>
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-dsnaman@redwoodcityport.com](mailto:c-dsnaman@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.

Dated: 9/11/24

  
 CHRISTIE COATS  
 Director of Operations, Port of Redwood City

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**SECTION 00100**  
**BIDDING REQUIREMENTS**

**1.01 SECURING DOCUMENTS**

- A.** The contract documents, including Bid Documents, Plans, Agreement, General Conditions and Special Conditions, and Technical Specifications are on file in the Office of the Port Executive Director, Port of Redwood City, 675 Seaport Boulevard, Redwood City, California and available online at [www.redwoodcityport.com](http://www.redwoodcityport.com).

**1.02 BID REQUIREMENTS**

- B.** In order to receive consideration, bids shall be prepared and submitted in conformance with the requirements and instructions:
1. Bidders shall carefully examine the site of the contemplated work and the contract documents therefore, including the bid documents, plans, General Conditions, Special Conditions, general requirements, technical specifications, and contract forms. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, and as to the character, quality and quantities of work to be performed, and materials to be furnished, and as to the requirements of these contract documents.
  2. Specific data required in regard to the location of existing public utility companies' pipes, conduits and structures shall be obtained by the Contractor from the respective public utility companies.
  3. Bids shall be prepared and submitted only on the forms supplied by the Port and shall be signed by the bidder. Contractors must complete all bid items, no incomplete bids will be accepted. If the unit price and the total amount named by the bidder for any item do not agree, the unit price shall govern.
  4. If the bid is by an individual, Bidder's name and address shall be shown; if by a firm, the firm or partnership name shall be shown; or if by a corporation, the bid shall show the name and the State under the laws of which the corporation is chartered, and addresses of the President and of the Secretary and/or Treasurer. All bids shall be signed in long-hand and executed by a principal duly authorized to make contracts. Oral, telegraphic, or telephonic bids or modifications will not be considered.
  5. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, unless called for. The completed form shall be without interlineations or alterations.
  6. All bids shall be presented to the Executive Director of the Port under sealed cover, and plainly marked on the outside with the title of the work being bid and the name of the bidder. It is the sole responsibility of the bidder to insure that Bidder's bid is received by the Port Executive Director prior to the time specified for receipt of bids. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

**1.03 BIDDER'S GUARANTY**

- A.** Each bid must be accompanied by cashier's check, or check certified by a responsible bank, or by a bid bond, in a sum not less than 10% of the total amount of the bid, payable to the Port of Redwood City as liquidated damages in the case

that the bidder is awarded the contract and fails, within ten (10) calendar days, including Saturdays, Sundays, and legal holidays after date of mailing of the Notice of Award of the Contract and that the contract is ready for signature, to execute the above mentioned written contract and file with the Port Executive Director satisfactory insurance certificates as required by the contract documents and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of materialmen and laborers. Special reference is hereby made to Section 20483 of the Public Contract Code of the State of California.

#### **1.04 BID QUANTITIES**

- A.** Quantities specified in these documents and entered on the Bid Schedule are estimated only. The Port does not, expressly nor by implication, agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the quantity of any class or portion of the work, or to omit such portions of the work as may be deemed necessary or expedient by the Engineer as further provided in the General Conditions.

#### **1.05 CONTRACTOR'S LICENSE**

- A.** Prior to submitting bids, bidders shall be licensed as contractors under the laws of the State of California to perform the type and class of work contemplated by the Contract Documents.
- B.** Subcontractors of bidding general contractors shall be licensed under the laws of the State of California to perform the type and class of work contemplated by the Contract Documents.

#### **1.06 WITHDRAWAL OF BID**

- A.** Any bid may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of bids, either personally or by telegraphic or written request. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. No bid may be withdrawn for a period of thirty (30) calendar days after the bid opening. Any withdrawal after that time shall be in writing and shall not be effective until received by Port.

#### **1.07 INTERPRETATION OF DOCUMENTS AND PLANS**

- A.** If any person contemplating submitting a bid for the proposed contract is in doubt as the true meaning of any part of the plans, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, the prospective Bidder may submit to the Engineer a written request for an interpretation or corrections thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or corrections of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to all persons known by Port to have received a set of contract documents. Neither the Port nor the Engineer will be responsible for any other explanations or interpretations of the proposed contract documents.

#### **1.08 ADDENDA**

- A.** The contract documents are subject to revision prior to the time fixed for opening bids by submitting the revision, in writing, to all persons who are known by Port to have secured such documents for purposes of submitting bids. All addenda issued shall become an integral part of the contract documents and shall be included in any bid submitted.



### **1.09 OPENING OF BIDS**

- A. Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidder.

### **1.10 AWARD OF CONTRACT OR REJECTION OF BIDS**

- A. The Contract, if it be awarded, will be awarded to the lowest responsible bidder complying with these instructions, and with the Notice to Bidders.
- B. Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Port reserves the right to waive any irregularities in the bids as received.
- C. The Port reserves the right to reject any or all bids. More than one bid from an individual, firm or partnership, corporation or association, under the same or different name, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for work contemplated, will cause the rejection of all bids in which said bidder is interested. Bids in which prices are obviously unbalanced may be rejected by the Board of Port Commissioners.

### **1.11 COMPETENCY OF BIDDERS**

- A. Bidders may be required to furnish evidence of financial competency, organizational ability and experience to enable the bidder to undertake and successfully complete the work to be performed.

### **1.12 BONDS AND INSURANCE**

- A. Bidder's attention is directed to the provisions of the contract documents relating to the requirements of contract bonds. The successful bidder, simultaneously with execution of the Agreement, will be required to furnish a faithful performance bond in an amount equal to at least one hundred percent (100%) of the contract price, and a labor and material bond in an amount equal to at least one hundred percent (100%) of the contract price; both said bonds to be secured from a corporate surety satisfactory to the Port of Redwood City.
- B. Bidder shall submit with their bonds, evidence satisfactory to the Engineer, that the corporate surety is an admitted surety in the State of California, and that their bond rating A.M. Best is "A" or better.
- C. The company issuing liability insurance must be admitted in the State of California and be rated by Standard and Poor's, or A.M. Best as "A" or better.
- D. Bidder's attention is further directed to the provisions relating to the Contractor's insurance requirements, and the prescribed form of Bidder's Bond, Agreement, Contract Bonds and insurance documentation.

### **1.13 CONTRACT PROGRESS SCHEDULE**

- A. Bidder's attention is directed to the provisions of the contract documents relating to the requirement for the submission of a contract progress schedule within five (5) calendar days after date of Notice to Proceed.

### **1.14 LEGAL RELATIONS AND RESPONSIBILITIES**

- A. Bidder's attention is specifically directed to the provisions of Parts 1-7 of the General Conditions concerning laws to be observed, hours of labor, minimum wages, employment of labor, safety codes, patents, taxes, and other matters of concern to the bidder.

**1.15 SUBCONTRACTORS**

- A. Pursuant to the requirements of the Government Code of the State of California, Section 4102, each bidder must state in Bidder's bid the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total. This statement shall include the nature of the work to be performed by the named subcontractor.

**1.16 RETURN OF BIDDER'S GUARANTEES**

- A. Within twenty (20) calendar days after the award of the Contract, the Port will return the bid guarantees accompanying the bids of the unsuccessful bidders. All other bid guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

\* \* \*

**SECTION 00110**  
**PROPOSAL FORMS**  
**FOR THE**  
**PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT**

To the Board of Port Commissioners

Port of Redwood City

675 Seaport, Boulevard

Redwood City, California

Dear Commission Members:

The undersigned, as a bidder ("Bidder") declares that Bidder has carefully examined the location of the proposed work, the annexed proposed form of Agreement, the Plans, the General Conditions, the Special Conditions and the Technical Specifications, and Bidder proposes and agrees that, if this proposal is accepted, Bidder will contract with the Port of Redwood City to provide all necessary machinery, tools, apparatus, and other means of construction, to do all the work and furnish all the materials specified in the contract in the manner and time therein set forth required to complete the Port of Redwood City Maintenance Dredging 2024 Project.

Construction shall be in strict conformity with the Plans and Specifications prepared therefore by the Engineer, copies of which are on file in the office of the Port Executive Director, which Plans and Specifications are hereby made a part thereof.

The Bidder proposes and agrees to contract with said Port of Redwood City to furnish and perform all of the above described work, including subsidiary obligations as defined in said specifications for the following prices, to wit:

In accordance with the provisions of Section 6707 of the California Labor Code, whenever the Port issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet deep or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing or equipment method, for the protection of life or limb, which shall conform to applicable safety orders.

Bidder shall compute the item cost by multiplying the estimated quantity by the unit price and shall enter the resulting figures in the "Item Cost" column to the nearest cent. In the event of any discrepancy between the Item Cost as computed by bidder and the result of multiplying the estimated quantity by the unit price, the result of multiplying the estimated quantity by the unit price shall control.

There are three (3) potential disposal/placement sites for the dredged sediment. Bidders shall propose the most cost-effective disposal plan that meets the project objectives contained herein. The maximum volume that can be disposed of at the SF-11 disposal site near Alcatraz Island is 20% of the total dredge volume. A maximum disposal of 40% of the total dredge volume is allowed to be disposed of at the San Francisco Deep Ocean Disposal Site (SF-DODS). A minimum of 40% of the total dredge volume is required to be beneficially reused at the Cullinan Ranch Restoration Project (CRRP) and/or the Montezuma Wetlands Restoration Project (MWRP). The dredged material from both of the new dredging areas, the Multi-Agency Maritime Facility and Boatyard Approach Area must be beneficially reused and those volumes shall count toward the minimum threshold

of 40%, however the dredged material from these two areas represents approximately 28% of the total project's estimated volume of dredged material. Bidders shall complete only the Unit Price for items 1, 2, 3 and 4 below. Bidders shall complete the Estimated Quantity *and* Unit Price for items 5, 6, and 7 below. The total quantity of cubic yards in items 5, 6, and 7 must sum to 47,824 CY. The lowest Total Bid amount from a responsible bidder will be selected.

It is understood by bidder that the quantities stated below are estimated quantities and are to be used as a basis for comparing bids only.

**Bid**

Item No.	EST. Qty.	Unit	Description of Item	Unit Price	Item Cost
1.	1	LS	Preparation of DOP and submittal to DMMO	_____	_____
2.	1	LS	Pre- and Post-dredge surveys including volume calculations	_____	_____
3.	1	LS	Mobilization (not to exceed 17% of total bid)	_____	_____
4.	1	LS	Demobilization (not to exceed 8% of the total bid)	_____	_____
5.	_____ (0 – 9,565)	CY	Dredging and disposal of maximum 9,565 CY from Wharves 1, 2, 3 and 4 at SF-11.	_____	_____
6.	_____ (19,129 – 47,824)	CY	Dredging and beneficial reuse of a minimum 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.	_____	_____
7.	_____ (0 – 19,130)	CY	Dredging and disposal of maximum 19,130 CY from Wharves 1, 2, 3 and 4 at SF-DODS.	_____	_____

TOTAL BID AMOUNT IN NUMBERS \$ \_\_\_\_\_

TOTAL BID AMOUNT IN WORDS: \_\_\_\_\_

NOTES:

1. CONTRACTOR MAY PERFORM WORK 24 HOURS A DAY, 7 DAYS A WEEK PROVIDING VESSELS ARE ALLOWED TO BERTH AT THE PORT'S DISCRETION.
2. MOBILIZATION AND DEMOBILIZATION COMBINED CANNOT EXCEED 25% OF THE TOTAL BID.
3. PAYMENT SHALL BE PER CUBIC YARD DREDGED FROM WITHIN DREDGING LIMITS AS MEASURED BY PRE- AND POST-DREDGE SURVEYS.
4. 5% RETENTION PAYABLE WITHIN 35 DAYS AFTER NOTICE OF ACCEPTANCE.

**SPECIAL INSTRUCTIONS TO BIDDERS**

Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other measures as they may prefer, as to the actual conditions and requirements of the work, and shall not, after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

## LIST OF SUB-CONTRACTORS

As required under the provisions of Section 4104 et seq of the California Public Contract Code, any person making a bid or offer to perform the work, shall in Bidder's bid or offer, set forth: (a) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as defined by the prime contractor in his or her bid.

As required under the provisions of Section 4104 et seq of the California Public Contract Code, the following sets forth the Sub-Contractors we propose to engage on the following items of work.

Any item of work which does not set forth a designated Sub-Contractor will be done by the Prime Contractor.

Name & Address

Type of Work


\_\_\_\_\_  
(Prime Contractor)

Signed by: \_\_\_\_\_

Title : \_\_\_\_\_

It is understood and agreed that the undersigned shall complete all work no later than **November 30, 2024**.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds and proof of insurance within **ten (10)** calendar days, including Saturdays, Sundays, and legal holidays of the date of mailing of the Notice of Award of the Contract.

The undersigned has examined the location of the proposed work and is familiar with the plans, the Special Conditions, and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all of the above figures and understands that the Port will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for the undersigned an advantage over any other bidder.

Enclosed find bidder's bond, certified check, or cashier's check in the amount of ten (10%) percent of the bid for the **Port of Redwood City Maintenance Dredging 2024 Project** (\$ \_\_\_\_\_) to guarantee execution of contract and furnishing of the necessary bonds as above provided, if awarded the contract.

Contractor acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_.

**Contractor:** \_\_\_\_\_

**Signed by :** \_\_\_\_\_

**Title :** \_\_\_\_\_

**Address :** \_\_\_\_\_

\_\_\_\_\_

**Telephone :** \_\_\_\_\_

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2024**

**License No.** \_\_\_\_\_ **Class(es)** \_\_\_\_\_

NOTE: Bidders must be licensed contractors under the laws of the State of California, and must give license number and class(es).

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California )  
 )ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/her/its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature



## **BIDDER CERTIFICATIONS**

### **Port of Redwood City Maintenance Dredging 2024 Project at the Port of Redwood City**

#### **1.01 GENERAL**

**A.** The undersigned Bidder certifies to the Port of Redwood City, as set forth in sections 1 through 5 below.

1. Certificate of Non-Discrimination

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. State of Convictions

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. Previous Disqualifications

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. Certification of Workers Compensation Insurance

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

5. Certification of Prevailing Wage Rates and Records

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment

and training of apprentices of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing Work under this Contract.

**2.01 INSURANCE AND BOND VERIFICATION**

A. The undersigned Bidder Certifies that Bidder has the following insurance coverage:

**Workers' Compensation:**

Carrier:

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Address:

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Phone and Fax:

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Policy Number:

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**Commercial General Liability:**

Carrier:

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Address:

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Phone and Fax:

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Policy Number:

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Policy Limits:

\$ 

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A.M. Best Rating:

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**Marine General Liability:**

Carrier:

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Address:

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Phone and Fax:

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Policy Number:

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Policy Limits:

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A.M. Best Rating:

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**Automotive Liability:**

Carrier:

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Address:

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Phone and Fax:

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Policy Number:

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Policy Limits:

\$ 

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A.M. Best Rating:

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**All-risk Course of Construction:**

Carrier:

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Address:

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Phone and Fax:

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Policy Number:

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Policy Limits:

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A.M. Best Rating:

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**Excess Liability (if applicable):**

Carrier:

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Address:

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Phone and Fax:

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Policy Number:

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Policy Limits:

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A.M. Best Rating:

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**B.** The following endorsements to General Liability and Business Auto Liability Insurance Policies are required:

1. Additional Insured:

It is hereby understood and agreed that Additional Insured for General Liability and Business Auto Liability Coverage shall include: The City of Redwood City, the Port of Redwood City, the Council of Redwood City, the Board of Port Commissioners, and their respective officers, agents, and employees are named as additional insureds as respects to work done by Named Insured.

2. Cross Liability/Severability of Interest:

Providing for a standard cross-liability endorsement.

3. Notice of Cancellation for General Liability and Auto Liability:

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. Primary Coverage

With respect to claims arising out of the operations of the Name Insured, stating that the insurance afforded thereby to the City of Redwood City, The Port of Redwood City, the Council of Redwood City, the Board of Port Commissioners, and their respective officers, agents, and employees shall be primary insurance to the full limits of the policy, and stating 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.

5. Waiver of Subrogation:

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.

**C.** The name of the Bidder's Bonding Company is as follows:

Carrier/Surety:

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Address:

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Phone and Fax:

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A.M. Best Rating:

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**3.01 RELEVANT EXPERIENCE**

- A.** List Bidder's comparable projects completed by Bidder in the last three years, with Owner contact information. (Attach separate sheets if necessary).

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- B.** List any projects where Bidder has been default terminated by an Owner or has been involved in arbitration/litigation with an Owner on a construction project.

**Provide Owner contact information:**

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**4.01 SAFETY & EXPERIENCE RECORD**

**A.** The following statements as to safety and experience of Bidder are submitted, and Bidder guarantees the truthfulness and accuracy of the information:

1. Safety:

a. List Bidder's Interstate Experience Modification Rate for the last three years.

2021 \_\_\_\_\_

2022 \_\_\_\_\_

2023 \_\_\_\_\_

b. Use Bidder's last year's Cal/OSHA 200 log to fill in the following:

Number of lost workday cases \_\_\_\_\_

Number of medical treatment cases \_\_\_\_\_

Number of fatalities \_\_\_\_\_

c. Employee hours worked last year \_\_\_\_\_

d. State the name of Bidder's safety engineer/manager or Site Safety Officer:

\_\_\_\_\_

**5.01 CONTRACTOR EXPLANATION OR NOTES ON ANY OF THE ABOVE:**

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**6.01 BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES PORT AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

BIDDER: \_\_\_\_\_  
(COMPANY NAME)

BY: \_\_\_\_\_  
SIGNATURE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 00200**  
**AGREEMENT**

THE CITY OF REDWOOD CITY, acting by and through its Board of Port Commissioners, hereinafter referred to as "Port", and \_\_\_\_\_ hereinafter referred to as "Contractor", for the consideration hereinafter stated, hereby agree as follows:

1. Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, equipment, materials, and tools to perform, by November 30, 2024, for the following work:

**PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT**

in strict accordance with the Contract Documents, including Bid Documents, Plans, General Conditions, Special Conditions, and Technical Specifications pertaining thereto and signed by Haley & Aldrich, Inc., Engineer, which Plans, Contract Documents and Specifications pertaining are incorporated herein and made a part of this Agreement as if herein fully set forth.

2. Port shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, the amount of \_\_\_\_\_ and No/100 dollars (\$ \_\_\_\_\_) computed in accordance with Contractor's accepted Proposal dated \_\_\_\_\_ which accepted Proposal is incorporated herein by reference thereto as if herein fully set forth.
3. All of the work to be done shall be done under the direction and supervision of, and to the approval of, Port or its authorized representative, and the work shall be done in the best workmanlike manner, conforming strictly to the provisions of the specifications and plans made thereof.
4. (a) Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to Port, forfeit Twenty five and No/100 Dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.  
  
(b) Pursuant to the provision of California Labor Code, Sections 1770 et seq. Contractor and any subcontractor under him/her shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the 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, are on file in the office of the Port Executive Director, which copies shall be made

available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

- (c) As required by Section 1773.8 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.
- (e) Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to Port, forfeit no more than two hundred and No/100 Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract.
- (f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employees employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the Port, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Port, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

Contractor and each subcontractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection and copies furnished upon request to the public or Port, the

Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. Contractor shall inform Port of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. In the event of noncompliance with the requirements of Paragraph 4(f), Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with said paragraph. Should non-compliance still be evident after the 10-day period, Contractor shall, as a penalty to the State or Port, forfeit Twenty-five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with Contractor.

- (g) Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for one year from the date noncompliance is determined and be assessed civil penalties.
- (h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to Contractor's employees and for that purpose obtain and keep in effect adequate Worker's Compensation insurance. If Contractor, in the sole discretion of Port satisfies Port of the responsibility and capacity under the applicable Workers' Compensation laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such provisions before commencing the performance of the work of this Contract.

Before the Agreement between Port and Contractor is entered into, Contractor shall submit written evidence that it and any subcontractors have obtained for the period of the Contract full Workers' Compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to Port as true the following statement:

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

- (i) In accordance with the provisions of Section 1727 of the California Labor Code, Port, before making payment to Contractor of money due under a contract for public works, shall withhold and retain there from all amounts which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Law Enforcement or by Port.
5. It is hereby agreed by the parties to the Agreement that in case all work called for under the Agreement is not finished or completed on or before the time set forth in this Agreement, damage will be sustained by Port, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Port will sustain in event of and by reason of such delay; it is therefore agreed Contractor will pay to Port the sum calculated at the rate of \$1,000.00 and No/100 dollars (\$1,000.00) per day as liquidated damages for each and every calendar days delay in finishing the work in excess of the number of days prescribed, and Contractor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that Port may deduct the amount thereof from any monies due or that may become due under this Agreement. Time is of the essence.

It is further agreed that in case the work called for under this Agreement is not completed in all of its parts and requirements within the number of calendar days specified, Port shall have the right to increase the number of calendar days or not, as may seem best to serve the interest of Port; and if it is decided to increase the said number of calendar days, Port shall further have the right to charge to Contractor, and deduct from the final payment for the work, all or any part, as Port may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses of Port which are directly chargeable to this Agreement, except that the cost of final surveys and the preparation of the final estimate shall not be included in such charges to be paid by Contractor.

6. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the final completion of the work under this Agreement and acceptance thereof by Port's Commission, to repair or replace any part of the work performed hereunder which constitutes a defect

resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the Engineer, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from Port, and without expense to Port, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, Port may perform the work necessary to effectuate such correction and recover the cost thereof from Contractor or Contractor's sureties. 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.

Any and all other special guarantees which may be applicable to definite parts of the work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

7. Contractor hereby agrees to indemnify and save harmless the Port, its Board, the City, its Council and their respective officers, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against the Port, its Board, the City, its Council, and their respective officers, agents, or employees; by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Contractor, its officers, agents or employees in the performance of any work required of Contractor by this Agreement.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify the Port, its Board, the City, its Council and their respective officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8. Contractor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, employer's liability, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Contractor's Work to be performed hereunder covering Port's risks in form subject to the approval of the Port Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
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 fro said General Liability and Business Auto Liability Insurance Policies of an endorsement:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port shall have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;
  - (b) Providing that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);
  - (c) Naming the Port, its Board, the City, its Council, and their respective officers, agents and employees as additional insureds; and
  - (d) Providing that Contractor's insurance shall be primary insurance relating to Contractor's work hereunder with respect to the Port, its Board, the City, its Council, and their respective officers, agents and employees and further providing that any insurance or self-insurance maintained by the Port for itself, its Board, the City, its Council, officers, agents and employees shall not be excess of Contractor's insurance and shall not be contributory with it.
  - (e) Providing a waiver of subrogation endorsement which right of subrogation Contractor hereby waives.
9. Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be conditioned upon the faithful performance of all work required to be performed by Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. Acceptance of the bond by the Port is subject to the review and approval of the bond by the Port Attorney's office.
  10. In addition to the bond required under Paragraph 9 hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall conform strictly with the provisions of

Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. Acceptance of the bond by the Port is subject to the review and approval of the bond by the Port Attorney's office.

11. Pursuant to California Public Contract Code Section 7100, the acceptance by Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to Port, and their duly authorized agents, from all claim of and/or liability to Contractor arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by Contractor from the operation of the release.
12. If the Port fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor on a construction contract, Port shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
13. Any payment request made by Contractor which is determined not to be a proper payment request suitable for payment by the Port shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt. A request returned to Contractor by the Port shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth above.
14. The retention proceeds withheld from any payment by Port from the original contractor shall be five (5) percent. Under no circumstances shall any provision of section 7201 of the Public Contract Code be construed to limit the ability of Port to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in subdivision (c) of Section 7107 of the Public Contract Code. In the event of a good faith dispute, nothing in this section shall be construed to require Port to pay for work that is not approved or accepted in accordance with the proper plans or specifications.
15. The retention proceeds withheld by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder shall not exceed 5 percent of the payment. 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.
16. The representations made herein, including the bidder's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information, or containing any information which is subsequently proven false, shall be considered non-responsive, and shall be rejected by Port.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**CITY OF REDWOOD CITY, a municipal  
corporation, acting by and through its  
BOARD OF PORT COMMISSIONERS**

By \_\_\_\_\_  
Dir. of Operations, Port of Redwood City

ATTEST:

\_\_\_\_\_  
Clerk of the Board, Port of Redwood City

**CONTRACTOR**

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

**SECTION 00201**  
**FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that, WHEREAS, the Port of Redwood City ("Port"), San Mateo County, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a Contract, the terms and provisions of which Contract are incorporated herein by reference, for constructing the following project: **Port of Redwood City Maintenance Dredging 2024 Project** and

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

**NOW, THEREFORE**, we, the Principal, and \_\_\_\_\_, as surety, are held and firmly bound unto Port, San Mateo County, California, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Port, its Board, the City, its Council, and all officers, agents and employees as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Port from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event Port, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Port, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

**IN WITNESS THEREOF**, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_ 2024 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**ATTEST:**

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**Principal**

(SEAL)

By \_\_\_\_\_ (s)

---

**(Witness as to Principal)**

---

**(Address)**

---

**Surety**

**ATTEST:**

---

**Witness to Surety**

---

**(Address)**

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**Attorney-in-Fact**

---

**(Address)**

If **CONTRACTOR** is partnership, all partners must execute **BOND**.

**SECTION 00202**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
as Principal, and, \_\_\_\_\_ organized  
and existing under the laws of the State of California and authorized to execute bonds and  
undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons  
named in California Civil Code Section 3181 whose claim has not been paid by the  
Contractor, company or corporation in the aggregate total of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(being 100% of the Contract amount) for the payment whereof, well and truly to be made,  
said Principal and Surety bond themselves, their heirs, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that, whereas the  
above with the Port of Redwood City ("Port") to do the following work, to-wit:

**PORT OF REDWOOD CITY MAINTENANCE DREDGING 2024 PROJECT**

**NOW, THEREFORE**, if the above-bounden Principal or his/her/its subcontractors fail to  
pay any of the persons named in Section 3181 of the Civil Code of the State of California,  
or amounts due under the Unemployment Insurance Code with respect to work or labor  
performed under the Contract, or for any amounts required to be deducted, withheld, and  
paid over to the Employment Development Department from the wages of employees of  
the Contractor or its subcontractor pursuant to Section 13020 of the Unemployment  
Insurance Code of the State of California, with respect to such work and labor, the surety  
will pay for the same, in the amount not exceeding the sum specified in this bond, and  
also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the  
Court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code  
of the State of California so as to give a right of action to them or their assignees in suit  
brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of the Legislature  
of the State of California as designated in Civil Code Sections 3247-3252, inclusive, and  
all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the  
provisions of California Civil Code Section 2819 regarding consent to change, extension  
of time alteration, or addition to the terms of the Contract, or to the work to be performed  
thereunder, or the Specifications accompanying the same, shall in any way affect its  
obligations on this bond; and it does hereby waive notice of any such change, extension  
of time, alteration, or addition to the terms of the Contract, or to the work, or to the  
Specifications.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**ATTEST:**

---

**Principal**

**(SEAL)**

**By \_\_\_\_\_ (s)**

---

**(Witness as to Principal)**

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**(Address)**

---

**Surety**

**ATTEST:**

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**Witness to Surety**

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**(Address)**

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**Attorney-in-Fact**

---

**(Address)**

If **CONTRACTOR** is partnership, all partners must execute **BOND**.

**SECTION 00205**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
**PUBLIC CONTRACT CODE §2200 ET SEQ.**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**SECTION 00210**  
**GENERAL CONDITIONS**

**1.00 DEFINITIONS**

**1.01 DEFINITION OF TERMS**

Whenever in these documents consisting of these General Conditions, and Special Conditions and the Technical Specifications, or in any other documents or instruments where these General Conditions govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. ACCEPTANCE** – The formal acceptance by the Port Commission of the entire work contracted for which has been completed in all respects in accordance with Plans, Specifications, and Contract Documents and any modifications thereof previously approved.
- B. ADVERTISEMENT** – The published notice inviting sealed proposals for the construction of the work contemplated.
- C. BIDDER** – Any individual, firm, co-partnership or corporation submitting a proposal for the work contemplated, acting directly or through duly authorized agents or representative.
- D. CITY** – The City of Redwood City, a charter city located in the County of San Mateo, State of California.
- E. COMMISSION or BOARD OF PORT COMMISSIONERS** – The Board of Port Commissioners of the Port of Redwood City.
- F. CONTRACT** – The written agreement in the prescribed form covering the performance of the work and the furnishing of labor and materials in the construction of the work. The Contract shall include the written agreement, notice inviting sealed proposals, instruction and information to bidders, accepted proposal, faithful performance bond, labor and material bond, the General Conditions, Special Conditions, General Requirements, Technical Specifications, the complete plans, profiles and detailed drawings, all addenda and any and all change orders amending or deleting the work contemplated, which may be required to complete the work in a substantial and acceptable manner.
- G. CONTRACT DOCUMENTS** – The Contract together with all supporting documents required to adequately and completely describe the Project and provide for the work.
- H. CONTRACTOR** – The person, or persons, co-partnership, or corporation who have been awarded the contract and who have entered into a contract with the City to perform the work provided for in the Contract Documents. The word “Contractor”, although used herein as terming an individual, shall be taken to mean the Contractor, Contractor’s agents, employees and officials.
- I. DESIGNER** – The “Designer” is the engineer or architect and Designer’s consultants, firm or individual who designed the project.
- J. ENGINEER** –The term “Engineer” refers to the consultant retained by the Port.

- K. **EXECUTIVE DIRECTOR** – The Executive Director of the Port of Redwood City or its appointed designee.
- L. **NOTICE TO PROCEED** – The notice by which the Port Commission directs the successful bidder as Contractor to proceed with the work. The date of said notice commences the running of the Time for Completion.
- M. **PLANS** – The official plans, profiles, typical cross sections, general cross sections, working drawings, standard detail drawings and supplementary drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as a part of the Contract, supplementary to these Specifications.
- N. **PORT** – The Port of Redwood City, County of San Mateo, State of California.
- O. **PROPOSAL** – The offer of the bidder for the work prepared and submitted on the prescribed proposal form, properly signed and guaranteed.
- P. **PROPOSAL FORM** – The prescribed form on which the Port requires formal bids be prepared and submitted for the work.
- Q. **PROPOSAL GUARANTY** – The check or bidder's bond accompanying the proposal submitted by the bidders, as a guaranty that the bidder will enter into a contract with the Port for the construction of the work, if it is awarded to said bidder.
- R. **SPECIFICATIONS** – The directions, provisions, and requirements contained in these General Conditions and any Special Conditions and such Technical Specifications as may be necessary, pertaining to either the materials and/or the work to be furnished under the Contract.
- S. **THE WORK** – All of the work called for in the proposal and the Contract as specified herein or shown, noted, or called for on the detail drawings.

#### 1.02 DEFINITION OF WORDS

- A. Whenever in these documents the following words or pronouns in place of them are used, they shall be understood to mean as follows:
- B. The words **directed**, **required**, **permitted**, **ordered**, **designated**, or words of the like import, shall be understood to mean the direction, requirement, permission, order, or designation of the Engineer.
- C. The words **approved**, **acceptable**, or **satisfactory**, shall be understood to mean approved by, acceptable to, or satisfactory to the Engineer.
- D. The words shown, **indicated**, **noted**, or **called for**, shall be understood to mean shown, indicated, noted, or called for on the drawings for the work referred to.
- E. The word **equal** shall be understood to mean equal in the opinion of and approved in writing by the Engineer.

#### 1.03 STANDARD SPECIFICATIONS AND PLANS

- A. Whenever in these documents reference is made to the provisions or requirements of the "Standard Specifications or Standard Plans", the reference shall be understood to refer to the latest issue of the Standard Specifications and Plans, State of California Business and Transportation Agency, Department of Transportation, available as the date of the Advertisement for Bids.



#### **1.04 OTHER STANDARDS**

- A. Whenever in these documents reference is made to the standard methods or specifications of national organizations or societies by basic name or designation, the reference shall be understood to refer to the latest issue thereof including all amendments available as of the date of Advertisement for Bids.

#### **2.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

##### **2.01 OBTAINING TENDER DOCUMENTS**

- A. Contract documents including the plans, specifications and detail drawings are on file in the office of the Engineer and copies may be obtained at the office of the Port Executive Director located at 675 Seaport Boulevard, Redwood City, California, or online at [www.redwoodcityport.com](http://www.redwoodcityport.com).

##### **2.02 APPROXIMATE ESTIMATE**

- A. Quantities of work or materials called for in the Contract Documents and entered on the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The Port does not, expressly nor by implication, agree that the actual amount of the work will correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or expedient by the Engineer.

##### **2.03 EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS**

- A. Bidders shall carefully examine the site of the work contemplated and the proposal, documents, plans, specifications and contract forms therefor. It will be assumed that each bidder has investigated and is satisfied as to the conditions to be encountered, and the character, quality and quantities of the work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.
- B. It is mutually agreed that the submission of a proposal for the work shall be considered as prima facie evidence that the bidder has made such investigation.

##### **2.04 PREPARATION OF PROPOSALS**

- A. In order to receive consideration, proposals (bids) shall be prepared and submitted in accordance with the following Instructions:
  1. Proposals shall be prepared upon the forms supplied with the Contract Documents.
  2. Proposals shall indicate price bid in figures. If the total amount stated by the bidder for any item does not agree with the extension of the unit price indicated, the extension of the unit price shall govern.
  3. Proposals shall be signed by the bidder. If the proposal is made by an individual, his/her name and address shall be shown; if made by a firm, the firm or partnership name and address shall be shown; if made by a corporation, the corporate name and the State under the laws of which the corporation is chartered shall be shown, together with the names and addresses of the President and Secretary and/or Treasurer thereof. Proposals shall be signed in longhand and executed by a principal duly authorized to make contracts.

4. Oral, telegraphic or telephonic proposals or modifications will not be considered. Proposals shall not contain any modification of the work called for and the proposal form shall be completed without interlineations or alterations.
5. Bidders are required to be contractors licensed under the laws and regulations of the State of California for the type of work contemplated by the Contract Documents.
6. Pursuant to the requirements of the State of California Government Code Section 4104, bidders shall state in their proposals the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid . The statement shall include the nature of the work or service to be performed.
7. Bidders shall submit such evidence of financial competency, organizational ability and experience to enable successful completion of the work as may be required by the proposal documents.
8. Proposals shall be presented to the Port Executive Director under sealed cover, and plainly marked on the outside with the title of work being bid and the name of the bidder. It is the sole responsibility of the bidder to assure that Bidder's bid is received at the proper time. Proposals submitted after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

## **2.05 PROPOSAL GUARANTY**

- A.** Proposals shall be accompanied by a cashier's check or a check certified by a responsible bank, or by a bid bond, in the sum of not less than ten (10) percent of the total amount bid, payable to the Port of Redwood City as liquidated damages in the case that the bidder is awarded the contract and fails, within Ten (10) calendar days including Saturdays, Sundays, and legal holidays after the date of mailing of Notice of Award to the successful bidder informing the successful bidder that the contract is ready for signature, to execute the said written contract and file with the Port Executive Director insurance certificates and bonds as required by law in the form contained in these Contract Documents for the faithful performance of said contract and for the protection of material, men and laborers.
- B.** Special reference is hereby made to Section 5100, et. Seq., of the Public Contract Code of the State of California, and to the forms of said required bonds, certificates and documents all as contained in the Contract Documents.
- C.** Within twenty (20) calendar days after award of the contract, if the contract be awarded, the Port will return the proposal guaranties accompanying the proposals of the unsuccessful bidders. All other proposal guaranties will be held until the contract has been finally executed, after which such guaranties will be returned to the respective bidders whose proposal they accompanied.

## **2.06 WITHDRAWAL OF PROPOSALS**

- A.** Proposals may be withdrawn by the person making same at any time prior to, but not after, the time fixed for the opening of bids, either personally or by written request.
- B.** Withdrawal of a proposal shall not prejudice the right of the bidder to submit a new proposal.
- C.** After the bids have been opened, no proposal may be withdrawn for a period of thirty (30) calendar days. Any withdrawal after expiration of that period shall be in writing and shall not be effective until received by the Port Executive Director.

## **2.07 INTERPRETATION OF PLANS AND DOCUMENTS**

- A.** Any person contemplating making a proposal for the work who is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or who finds discrepancies in, or omissions from the drawings or specifications, may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the plans or documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to all persons known by the Engineer to have received a set of such documents.
- B.** Neither the Port nor the Engineer will be responsible for any explanations or interpretations of the plans, specifications and other contract documents not made by means of an addendum.

## **2.08 ADDENDA**

- A.** The Contract Documents are subject to revision prior to the time fixed for opening bids by submitting the revision, in writing, to all persons who are known by the Engineer to have secured such documents for purposes of submitting bids.
- B.** Addenda shall become an integral part of the contract and shall be reflected in the bidder's proposal. Any bidder who does not withdraw Bidder's bid upon receipt of such addenda shall be bound by same.

## **2.09 OPENING OF PROPOSALS**

- A.** Proposals will be opened by Port Executive Director at, or shortly after, the time indicated in the Notice to Bidders and will thereafter refer to the Engineer for report and recommendation; 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.

## **2.10 REJECTION OF PROPOSALS**

- A.** Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Port reserves the right to waive any irregularities in the bids as received.
- B.** The Port reserves the right to reject any or all proposals.
- C.** More than one proposal from an individual, firm or partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one proposal for the

work contemplated, will cause the rejection of all proposals in which said bidder is interested.

- D. Proposals in which prices are obviously unbalanced may be rejected by the Port Commission.

### **3.00 AWARD AND EXECUTION OF CONTRACT**

#### **3.01 AWARD OF CONTRACT**

- A. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all of the prescribed requirements and the Notice to Bidders, subject to the provisions of the Charter of the City of Redwood City and of Article VII commencing at Section 2.63 of Chapter 2, of the City Code, provided Bidder's bid is reasonable, and it is in the interest of the Port to accept it.

#### **3.02 EXECUTION OF CONTRACT**

- A. The Contract shall be deemed executed when the agreement form incorporated in these Contract Documents is executed by the successful bidder and returned to the Port together with necessary contract bonds, insurance information or declaration pages, endorsements and certificates within Ten (10) calendar days, including Saturdays, Sundays, and legal holidays, after the date of mailing of the Notice of Award of Contract. A copy of the Agreement shall be returned to Contractor by Port after execution by Port.
- B. In the event of any failure or discrepancy between any portion of the Agreement and any portion of the other contract documents, the Agreement shall prevail. No proposal shall be considered binding upon the Port until the execution of the Contract. Failure to execute the Contract and file acceptable bonds and insurance policies or certificates as provided herein, within such ten (10) calendar day period, shall constitute just cause for the annulment of the award, and forfeit of proposal guarantee to the Port as liquidated damages.

#### **3.03 CONTRACT SECURITY**

- A. All bonds shall be in form as contained herein, or as approved by Port. The Contractor shall furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price. Contractor shall also furnish a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Sureties of each of said bonds shall be satisfactory to the Port. Said bonds shall be furnished concurrently with, or before submission of, the executed Agreement to the Port.
- B. No payment or delay in payment, and no change, extension, addition or alteration of any provision of said Contract, or in said plans and profiles, detail drawings, and specifications, and forbearance on the part of the Port, shall operate to relieve any surety or sureties from liability on the bond, and consent thereto without notice to or consent by such surety, is hereby given.

#### **3.04 HOLD HARMLESS AGREEMENT**

- A. Contractor hereby agrees to indemnify and save harmless the Port, its Board, the City, its Council, and their respective officers, agents and employees from any liability for damages or claims for damages and for any liability or claims resulting from personal injury, including death, as well as liability or claims for property damage, which may arise from Contractor's operations, or Contractor's

subcontractor's, agent's or employee's under this Agreement, whether such operations be by Contractor or Contractor's subcontractor, or by any one or more persons directly or indirectly employed by, retained by, or acting as agent for Contractor. Contractor agrees to and shall defend the Port, its Board, the City, its Council, and their respective officers, agents and employees from any suits or actions by law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations provided further:

1. Port shall not be deemed to have waived rights it may have against Contractor because of the acceptance by Port of any of the insurance policies described herein.
2. Contractor's hold-harmless agreement shall apply to all damages and claims for damages or every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not Port has prepared, supplied, or approved of Plans and/or Specifications for the work and regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damage.

### **3.05 CONTRACTOR'S INSURANCE**

- A.** Contractor shall obtain and maintain in full force and effect, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance covering all employees employed in performance of work under this Contract. The Contractor shall make this same requirement of any of Contractor's subcontractors. Contractor shall indemnify and save the Port and the Engineer harmless for any damage resulting to them from failure of either Contractor or any sub-contractor to take out or maintain each insurance.
- B.** The Contractor and all subcontractors shall take out and maintain during the life of this Contract, a Broad Form Commercial General Liability or Commercial General Liability, and Business Automobile Liability Insurance policy, naming as insured or as additional insured, the Port, its Board, the City, its Council and their respective officers, agents and employees. This policy shall include, but not be limited to, all of the following coverage:
  1. Owners and contractors protective.
  2. Broad form property damage liability including occurrence at full policy limit.
  3. Blanket explosion, collapse and underground coverage.
  4. Personal injury coverages at full policy limits for the following:
    - a. False arrest, malicious prosecution, willful detention or imprisonment.
    - b. Libel, slander, defamation of character.
    - c. Invasion of privacy, wrongful eviction or wrongful entry.
  5. Products and completed operations coverage.
  6. Blanket written contractual liability.
  7. Employees' non-ownership liability.
  8. The policy shall include a cross liability or severability of interest clause.

9. The limits of liability shall be in the following minimum amounts:

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),

- C. Neither the Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this Section, and have supplied the Port with evidence of such coverage as required by paragraph 8 of the Agreement. The policy or policies obtained by the Contractor and any subcontractor shall be primary coverage, and any other insurance carried by the Port, its consultants, or the Engineer shall not be excess of Contractor's insurance and not be contributory with it.
- D. The Contractor shall be responsible for, and shall obtain and file evidence of coverage on behalf of all Contractor's subcontractors. All such evidence shall be acceptable to the Port Attorney.
- E. Should any such policy be canceled before final completion of the work herein contemplated, and should the Contractor fail to immediately procure other insurance as herein required, then the Port may procure such insurance and deduct the cost thereof from the amount due the Contractor.
- F. Each policy for Commercial Liability and Business Auto Insurance shall bear a) a standard cross liability endorsement, b) an endorsement naming the Port, its Board, the City, its Council and their respective officers, agents, and employees as additional insureds, c) an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after the Port shall have received written notification by registered mail from the insurance carrier, d) a primary insurance or excess insurance endorsement, and e) a waiver of subrogation endorsement which right of subrogation Contractor hereby waives.

### **3.06 PREVAILING RATES OF WAGES**

- A. Bidders are hereby notified that, pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, (commencing with Section 1770) of the Labor Code of the State of California, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to execute the contract for said work and improvements, and also the general prevailing rate of per diem wages for each such craft or type of work for holiday and for overtime work. Copies of said prevailing rate of per diem

wages are on file in the Office of the Port Executive Director of the Port of Redwood City, which copies are available to any interested party upon request, and to which copies reference is hereby made for the particulars thereof. Contractor shall post a copy of this prevailing wage schedule at the job site.

### **3.07 NOTICE TO PROCEED**

- A.** Upon award and execution of the Agreement for the work, the Port will issue the formal Notice to Proceed, and the date and the day of such notice shall provide the starting date for the running of the Time of Completion of the Contract as set forth in the contract document for the work.
- B.** The Notice to Proceed will be considered to have been delivered to the Contractor when deposited in the United States Mail registered, return receipt requested, with first class postage pre-paid, addressed to the Contractor at the address specified in Contractor's proposal, or hand delivered to Contractor.

### **4.00 SCOPE OF THE WORK**

#### **4.01 WORK TO BE DONE**

- A.** The work to be done consists of the furnishing of all necessary tools, equipment, apparatus, facilities, labor and materials required to perform and complete, in good, sound and workmanlike manner, the work of installing and constructing the project contemplated as herein described and called for, and in the manner designated, and in strict conformance with the plans, specifications, and these contract documents.

#### **4.02 ADJUSTMENT OF QUANTITIES**

- A.** The Port reserves the right to increase or decrease the quantity of any item or portion of the work, or completely delete any item or items by issuing Change Orders therefore, and in connection therewith to make such alterations, changes or additions to, or deviations or omissions from the plans and specifications for the work as may be necessary or advisable to accomplish the object and purpose thereof; and the same shall in no way offset or make void the contract nor release the surety or sureties of any bond or bonds given to ensure the performance thereof; and the cost of such changes, additions or deletions, based on the contract unit prices for the item or portion of work involved shall be added to or deducted from the contract price, as the case may be.

#### **4.03 CHANGE ORDERS**

- A.** All contract change orders shall be in writing, prepared and signed by the Engineer, and approved by the Port. Change orders for adjustment of bid quantities shall not require the consent of the Contractor, and the Contractor shall proceed with the work as increased, decreased, or altered upon receipt of such change order.
- B.** Change orders for extra work shall specify the compensation to be paid therefore. Such compensation shall, at the option of the Port, be either on the basis of previously submitted and accepted quotation, or by means of force account as elsewhere herein provided. Extra work shall be authorized only by change order and in the absence of a duly executed change order for any extra work the Port shall not be liable for nor shall the Contractor be entitled to compensation for such extra work. Change orders for extra work where compensation is based on either submitted quotation or force account shall not require the consent of the Contractor, and the Contractor shall proceed with the extra work directed upon receipt of such change order.

#### **4.04 EXTRA WORK**

- A.** New and unforeseen items of work will be classed as extra work when the item or items cannot be covered by any of the various items, or combination of items, for which there is a bid price. Extra work shall be authorized only by change order prepared and signed by the Engineer, and approved by the Port. The Contractor shall do such extra work and furnish such materials and equipment as may be required by Change Order, but shall do no extra work except upon receipt of a change order; and in the absence of such change order, the Port shall not be liable for nor shall the Contractor be entitled to payment for such extra work.
- B.** For duly authorized extra work the Contractor shall receive compensation at prices previously agreed upon in writing, unless the change order directs that the work be done under force account.

#### **4.05 CHANGED CONDITIONS**

- A.** If, during the prosecution of the work, conditions are encountered which were not evident, or reasonably inferred or to be expected, from evidence and data available to the Contractor at the time of bidding; and which the Contractor claims will require labor and/or materials not reasonably inferred or expected from a complete and careful search of the evidence and data available at the time of bidding, the Contractor shall immediately notify the Engineer in writing stating the conditions encountered and the additional labor and/or materials to be required.
- B.** During the pendency of Contractor's claim, the Contractor shall proceed with and diligently prosecute the work involved unless otherwise directed in writing by the Engineer.
- C.** Upon receipt of the Contractor's claim, the Engineer shall forthwith investigate the circumstances and render Engineer's decision as to the facts pertaining. Should the Engineer find that the Contractor's claim is valid, Contractor shall prepare a change order for the extra work involved for approval by the Port. Should Engineer find the claim invalid Engineer shall so notify the Contractor in writing giving Engineer's reasons therefor.
- D.** Should the Contractor disagree with the decision of the Engineer either as to the compensation allowed for extra work or materials, or as to the validity of Contractor's claim, Contractor may, within ten (10) calendar days after receipt of the written decision of the Engineer, file with the Port Executive Director a written protest setting forth in detail Contractor's disagreement with such decision. The decision of the Engineer shall be final and conclusive upon the parties unless the Contractor files such a protest within the ten (10) calendar day period.

#### **4.06 ALTERED WORK**

- A.** When the Contractor is directed by change order to make adjustments in the contract quantities involving either an increase or a decrease in the quantity of any item or portion of the work, or to omit portions of the work, no consideration will be given to adjustment of the unit price bid for the item or items of work involved.
- B.** Upon receipt of a change order involving adjustment to the contract quantities, the Contractor shall forthwith proceed with the work as altered; and should the Contractor claim that such adjustment to the contract quantities results in extra work due to the alteration Contractor may, within ten (10) calendar days after receipt of such change order, file a written protest with the Port Executive Director setting



forth in detail in what particulars the character of the work was altered, and by what amount the unit cost thereof was increased.

- C. The Contractor shall have no claim for additional compensation for altered work unless the Contractor files such a protest within the ten (10) calendar day period.

## **5.00 CONTROL OF THE WORK**

### **5.01 AUTHORITY OF THE ENGINEER**

- A. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and rate of progress of the work; and the Engineer shall decide all questions which may arise as to the interpretations of the Plans and Specifications, and all questions as to the acceptable performance of the Contract on the part of the Contractor, and all questions as to compensation and progress payments, and as to the value of extra work. The Engineer's decisions shall be final, and Engineer shall have authority to enforce and make effective such decisions and orders if the Contractor fails to promptly carry out.
- B. The Engineer shall also decide any and all questions which may arise as to the validity of claims for changed conditions, and as to allowable compensation therefore, except that the Contractor may protest the Engineer's decision to the Port as herein provided.
- C. The Engineer may, at any time, stop the work, or any part thereof, should Engineer deem it necessary for the proper construction of said work, and no work so stopped shall be resumed without the approval of the Engineer.
- D. All work done and all materials furnished shall be subject to the inspection of the Engineer and duly authorized representatives of the Port. The Engineer and Engineer's authorized assistants and duly authorized representatives of the Port shall have access to the work at all times during its construction.

### **5.02 INSPECTION OF THE WORK**

- A. The Port shall at all times have access to the work during its construction and shall be furnished with every reasonable facility to ascertain that the stock and materials used and employed, and workmanship, are in accordance with the requirements and intent of these specifications. All work done and all materials used will be subject to the inspection and approval of the Engineer and duly authorized representatives of the Port.
- B. The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill Contractor's contract as prescribed; and defective work or unsuitable materials shall be removed and made good, notwithstanding that such defective work and materials have been previously accepted or estimated for payment.

### **5.03 SUPERINTENDENCE BY CONTRACTOR**

- A. The Contractor shall be constantly on the work during its progress, and shall be represented by a Superintendent or Foreman, who is competent to receive and carry out instruction which may be given by the Engineer and to act in full representative capacity on behalf of the Contractor. The Contractor shall be held liable for faithful observance of any authorized instruction of the Engineer which may be delivered to said party, or Contractor's Representative on the work.

Contractor shall keep the Engineer and the Port advised at all times as to the name and identity of Contractor's Superintendent or Foreman.

#### **5.04 INTERPRETATION OF PLANS AND SPECIFICATIONS**

- A.** Should it appear to the Contractor that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Plans or in the Specifications, the Contractor shall apply to the Engineer for clarification necessary for the Contractor to proceed, and the Contractor shall conform to the same as part of the Contract, as long as the same may be consistent with the original Specifications. In the event of any doubt or question regarding such matters, the decision of the Engineer shall be final.
- B.** In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- C.** Reprint or repetition of any clause in the Specifications, or in any other specification to which reference is made, does not signify more importance for that clause, but is made for convenience of reference.

#### **5.05 COORDINATION OF PLANS AND SPECIFICATIONS**

- A.** The Plans and the Specifications, consisting of these General Conditions, the Special Conditions, the General Requirements, and the Technical Specifications, and Supplementary Documents, are essential parts of the Contract for the work and requirements occurring in one is as binding as though it occurred in all. They are intended to be cooperative, to describe and provide for a complete work.
- B.** Special Conditions shall govern over General Conditions, General Requirements and Technical Specifications; General Conditions shall govern over General Requirements and Technical Specifications, General Requirements shall govern over Technical Specifications; Technical Specifications shall govern over detailed plans; and detailed plans shall govern over general plans.

#### **5.06 CONFORMITY WITH THE PLANS AND SPECIFICATIONS**

- A.** Finish surfaces for all work shall in all cases conform to the lines, grades, cross sections, dimensions or elevations shown or called for on the plans within the tolerances, if any, specified therefore on the plans or in the Technical Specifications.
- B.** Deviations as may be necessitated by the exigencies of construction shall in all cases be determined by and authorized in writing by the Engineer.

#### **5.07 WORKING DRAWINGS**

- A.** The Engineer will provide such supplementary working drawings as may be deemed necessary to adequately control the work. All such drawings shall be in conformity with the plans, and although issued and approved by the Engineer, such approval shall not relieve the Contractor of Contractor's responsibility for accuracy of dimensions and details.
- B.** Changes to the plans shall be made only by means of duly authorized Change Order, and the Contractor shall make no change, alteration, or modification to any working drawing issued by the Engineer.

#### **5.08 CONSTRUCTION SURVEYING**

- A.** The Contractor will furnish all construction surveying and survey control required for the work unless otherwise specified in these bid documents.

## **5.09 CONSTRUCTION EQUIPMENT**

- A.** Equipment not suitable to produce the quality of work required by these Contract Documents will not be permitted to operate on the project. The Contractor shall provide and maintain adequate and suitable equipment to meet the requirements of the Contract Documents within the time specified, and when so ordered by the Engineer, the Contractor shall discontinue the use of equipment found to be inadequate or unsuitable and shall remove the same from the project, all at no cost to the Port or the Engineer.

## **5.10 INTERFERENCE WITH THE WORK**

- A.** Should the Contractor or any subcontractor be served with an injunction or any other legal order or proceeding affecting the work or the progress of the work, or be affected by any strike or boycott, or be involved in any lockout or other situation which would result in interference with or delay to the work, the Contractor shall immediately notify the Engineer of the situation giving all pertinent details and copies of all pertinent documents.

## **5.11 DEFECTIVE OR UNAUTHORIZED WORK**

- A.** Any work or material which has been rejected by the Engineer shall be corrected or replaced to the satisfaction of the Engineer by the Contractor, and no compensation will be allowed for such correction or replacement.
- B.** Work done beyond the lines and grades as shown on the Plans, or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized, and no compensation will be allowed therefore. Work so done may be ordered removed at the Contractor's expense.
- C.** Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this paragraph, the Engineer shall have the authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, with the cost thereof to be borne by the Contractor. In such case, the Port shall deduct the cost of such renovation, removal or replacement from any monies due or to be come due the Contractor.

## **5.12 DAMAGED WORK OR MATERIAL**

- A.** Work or materials of any nature, whether existing or to be provided or installed as a part of the present project, which becomes damaged during the progress of the work and before final acceptance thereof from any cause whatsoever, shall be repaired or replaced insofar as such work or material shall be deemed by the Engineer to be defective, in kind by materials and workmanship conforming to the Plans and Specifications therefore and satisfactory to the Engineer, with the cost thereof to be borne by the Contractor.

## **6.00 CONTROL OF MATERIALS AND PRODUCTS**

### **6.01 SAMPLES AND TESTS**

- A.** Before installation, representative samples, together with manufacturer's test certificates pertaining thereto in accordance with the applicable requirements hereof, shall be submitted to the Engineer by the Contractor for approval for all products and materials proposed to be used in or incorporated into the work. Tests of products and/or materials shall be made in accordance with commonly recognized standards of national organizations in accordance with the provisions of the applicable Technical Specifications. Approval of any product or material on the

basis of sample tests and/or manufacturer's certificates of compliance will constitute general approval only and shall not constitute a waiver of the rights of the Port to demand full compliance with the provisions of the Contract Documents.

- B.** An exception to the foregoing paragraph is the reservation that, in the case of materials produced or products manufactured outside the borders of the United States of America, the Engineer may, at Engineer's option or the direction of the Port, witness the sampling and testing of such materials or products at their source or place of manufacture of materials or products produced outside the borders of the United States of America, the entire cost of such inspection and testing including salaries and expenses of Inspectors as well as testing fees shall be borne by the Contractor, and the Port shall deduct any such costs and expenses from monies due or to become due the Contractor.
- C.** After delivery of products or materials to the Job Site, the Engineer will make such further check tests and inspections as may be deemed necessary to certify compliance with the requirements of the Contract Documents. Products or materials may be rejected as a result of on-site testing or inspection even though the same have been previously given general approval, and such rejected products or materials shall be removed from the project by, and at the expense of, the Contractor and be replaced with materials or products complying with the requirements of the Contract Documents.
- D.** Except as otherwise provided in these Contract Documents, all necessary materials and product testing and inspection will be provided by the Engineer and/or the Port. However, in the following instances, the Contractor shall be assessed for the costs of testing and inspection:
  - 1. Re-testing of products or materials which have failed to meet specification.
  - 2. Testing and inspection of products or materials offered in substitution for those found to be deficient.
  - 3. Testing and inspection of product or materials offered in lieu of these specified in order to approve their equivalence of quality.
  - 4. Source or site of manufacturer inspection and testing of materials or products produced or manufactured outside the borders of the United States of America.

## **6.02 DEFECTIVE MATERIALS**

- A.** Materials not conforming to the requirements of these Contract Documents shall be considered to be defective, and all such materials, whether in place or not, will be rejected, and shall be immediately removed from the site of the work. Rejected materials, the defects of which have been subsequently corrected, shall not be used until approval in writing has been obtained from the Engineer. Upon failure of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this paragraph, the Engineer shall have the authority to cause removal and replacement of defective materials, and the Port shall deduct the cost of same from monies due or to become due the Contractor.

## **6.03 STORAGE OF MATERIALS OR PRODUCTS**

- A.** Materials, equipment or products shall at all times be stored in a suitable manner to ensure the preservation of their quality and fitness for inclusion of the work. The Contractor shall be responsible for all materials of every description and all products or equipment delivered to the job site; and, when considered necessary by the

Engineer, shall provide and maintain suitable enclosures or other special protection from weather or other potential damage without additional cost to the Port.

- B. Inclusion of products, equipment or materials on estimates for progress payments shall not relieve the Contractor of Contractor's responsibility in this regard.

#### **6.04 SHOP DRAWINGS**

- A. Shop drawings or equipment details as required to be furnished by the Contractor shall be furnished to the Engineer for review and approval. Such drawings or details shall be prepared by competent personnel and shall have been checked for completeness and accuracy prior to submission. Drawings or details which have not been properly prepared and checked will be returned to the Contractor for resubmission.
- B. Approval of drawings and details by the Engineer shall constitute a general check only for compliance with the requirements of the Contract Documents, and neither the Engineer nor the Port shall be responsible in any way for any errors or omissions by reason of such approval.
- C. Contractor shall check and verify all field measurements and shall submit for review, with such promptness as to cause no delay in Contractor's own work or in that of any other contractor or subcontractor, all shop or setting drawings and schedules required for the work of the various trades. Shop drawings shall be prepared at the Contractor's expense and shall be sent to the office of the Port Engineer, carriage prepaid.
- D. The term "shop drawings" as used herein includes fabrication, erection and installation, layout, and setting drawings, lists or schedules of materials and equipment; manufacturers' standard drawings, descriptive literature, catalogues and brochures, performance and test data; and all other drawings and descriptive data pertaining to materials, equipment, and methods of construction as may be required to show that the materials, equipment, or systems, and the positions thereof, conform to the Contract requirements.
- E. As used herein, the term "manufactured" applies to standard units usually mass produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- F. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation of adjoining work, amplify design details, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings shall be drawn to scale and shall be completely dimensioned.
- G. Sheet sizes of shop drawings shall be in multiples of 8-1/2 by 11 inches, preferably not exceeding 22 by 34 inches unless there is a special requirement for larger size sheets.
- H. Shop drawings, manufacturers' literature, brochures, catalog cuts, design calculations, and other pertinent printed matter or data shall be submitted to the Engineer via email in a pdf format.
- I. When shop drawings and/or other submittals are required to be revised or corrected and resubmitted, as directed, Contractor shall make such revisions and/or corrections and resubmit the drawings or other material in the same manner as specified in Paragraph "H" above.

1. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
2. In scheduling, allow at least ten (10) working days for each of all the design professionals.

## **6.05 TRADE NAMES AND ALTERNATIVES**

**A.** Whenever the Trade Name of a product, or the name of a Manufacturer appears in these Contract Documents or on the Plans, it shall be understood to specify the product so identified or its approved equal. The words "or equal" or "approved equal" shall mean equal in the opinion of and approved by the Engineer in writing. For convenience in designation, certain equipment or articles or materials may be designated under trade name or the name of a manufacturer or product and its catalogue information. The use of alternative equipment or an article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the written approval of the Engineer, in accordance with the following requirements:

1. The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Engineer. The Engineer shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the decision of the Engineer shall be final.
2. The above provisions shall not be construed as permitting the use of alternative equipment or articles or materials for equipment or articles or materials which are not designated under a Trade Name or the name of a manufacturer or producer and its catalogue information, and for which detail specifications are set forth.
3. In accordance with the provisions of Section 3400 of the California Public Contract Code, a contractor shall be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

## **7.00 LEGAL RELATIONS AND RESPONSIBILITY**

### **7.01 LAWS TO BE OBSERVED**

**A.** The Contractor and any subcontractors, shall be and keep fully informed of all existing and future legislated federal, (including Title III of the American with Disability Act 42USC12181 et seq.), state and local laws including Port, City, and County ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Port in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall defend and indemnify the Port, its Board, the City, its Council, and their respective officers, agents and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the

contractor or by the contractor's employees. Particular attention is called to the following:

1. **Prevailing Wages:** Pursuant to the statutes of the State of California, the Port has ascertained and determined the general prevailing rate of per diem wages, and rates for holidays, Saturdays and Sundays and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. Copies of the prevailing rates so determined shall be made available for inspection at the Port Executive Director's office and form a part of the contract documents. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

The Contractor shall forfeit as penalty to the Port Twenty-Five Dollars and No/100 Cents (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the contract by the Contractor or by any subcontractor in violation of the provisions of the California Labor Code and, in particular, Section 1770 to Section 1781 thereof, inclusive.

A copy of all payrolls shall be submitted to the Port along with the Contractor's request for monthly progress payments. Payrolls shall contain the full name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his/her name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on CALTRANS Form HC-347 or on such applicable forms as may be approved by the Engineer. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

2. **Eight Hour Day Limitation:** In accordance with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the California Labor Code, and in particular Sections 1810 to 1817 no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the work contemplated by this contract shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815.

However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Administrative Code Title 8, Group 3, Section 16200 (a) (3) (F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this contract, which record shall be open at all reasonable hours for inspection by the Port or its officers or agents and by the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that the Contractor shall forfeit as a

penalty to the Port, the sum of Twenty-Five and No/100 Dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of this stipulation.

3. **Apprentices:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.
  - (a). Section 1777.5 provides as follows:
    - (a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.
    - (2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.
  - (b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which the apprentice is registered and shall be employed only at the work of the craft or trade to which the apprentice is registered.
  - (2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which the apprentice is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and the apprentice fails to pass that test.
  - (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
    - (1) The apprenticeship standards and apprentice agreements under which the apprentice is training.
    - (2) The rules and regulations of the California Apprenticeship Council.
  - (d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor



shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

- (e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract.

However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

- (i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines

is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:
  - (i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.
  - (iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.
- (B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.
- (C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.
- (b) The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if registered apprentices or journeymen in any apprenticeable trade are employed hereunder and if other contractors on the construction site are making such contributions.
- (c) The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.
- (d) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (e) In accordance with the provision of California Labor Code Section 1777.7, if the Contractor willfully fails to comply with the provisions of Section 1777.5 of said Code, the Contractor shall be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and forfeit as a civil penalty sum of One Hundred Dollars and No/100 Cents (\$100.00) for each calendar day of non-compliance. Notwithstanding the provisions of Section 1727 of the California Labor Code, upon receipt of such a determination the Port shall withhold from contract progress payments such sum then due or to become due. Any funds withheld by the Port pursuant to Section 1777.7 shall be deposited in the general funds of the Port.

## **7.02 TRAVEL AND SUBSISTENCE PAY**

- A.** The Contractor and any subcontractor, in performing any of the work under the contract or subcontract shall, pursuant to California Labor Code Section 1773.8, pay travel and subsistence payments to each worker needed to execute the work,

as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the California Labor Code.

### **7.03 RECEIPT OF WORKERS, WAGES, FEE FOR REGISTERING OR PLACING PERSONS IN PUBLIC WORKS.**

**A.** Attention is directed to the provisions of Sections 1778 and 1779 of the California Labor Code, which read as follows:

1. **"Section 1778:** Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for their own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."
2. **"Section 1779:** Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the state, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

### **7.04 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT.**

**A.** All bidders shall comply with the provisions of Part 1, Division 2, Chapter 4 of the Public Contract Code of the State of California, if applicable to the work to be done hereunder.

### **7.05 RELEASE**

**A.** Pursuant to California Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the contract shall operate as, and shall be, a release to the Port, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

### **7.06 LABOR DISCRIMINATION**

**A.** Attention of the Contractor is directed to Section 1735 of the California State Labor Code, as added by Chapter 643, Statutes of 1939, which read as follows:

1. A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

### **7.07 LABOR PREFERENCE**

**A.** The Contractor shall give preference in the performance of labor under the Contract to persons who shall have actually resided in Redwood City and shall have so resided for the period of one year next preceding the date of their engagement to perform labor thereunder.

- B. The attention of bidders is invited to the fact that the Port has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in public construction work are required to meet the provisions of the Fair Labor Standards Act.

#### **7.08 REGISTRATION OF CONTRACTORS**

- A. Before submitting bids, contractors shall be licensed in accordance with the provisions of a the California Contractors State License Law, which provide for the registration of contractors, and defining the term contractor; providing a method of obtaining licenses to engage in the business of contracting, and fixing the fees for such licenses; providing a method of suspension and cancellation of such licenses; and prescribing the punishment for violation of the provisions of the Act, codified as Chapter 9 of Division 3 of the Business Professions Code, Chapter 37 of the Statutes of 1939, as amended.

#### **7.09 PERMITS AND LICENSES**

- A. The Contractor shall procure and maintain all City, County and State permits and licenses, including municipal business license, and pay all charges and fees for the same, without cost to the Port and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

#### **7.10 SAFETY CODES**

- A. The Contractor shall conduct Contractor's operations in strict conformance with all applicable "Safety Orders" of the Industrial Safety Division of the State of California.

#### **7.11 PATENTS**

- A. All fees or claims for any patented invention, article, or arrangement that may be used upon or in any manner connected with the doing of the herein proposed work, or any part thereof, shall be included in the price bid for doing the work herein proposed; and the Contractor and Contractor's sureties shall protect and hold the Port, its Board, the City, its Council and their respective officers, agents, and employees harmless against any and all suits and claims brought or made by the holders of any invention, patent, copyright, or trademark, or growing out of any alleged infringement of any invention, patent, copyright, or trademark; and before final payment is made on account of the Contract, the Contractor shall furnish acceptable proof to the Port of a proper release from all such fees or claims.

#### **7.12 PUBLIC CONVENIENCE AND SAFETY**

- A. The Contractor shall so conduct Contractor's operations as to offer the least possible obstruction and inconvenience to the public. Convenient access to driveways, houses, sidewalks and buildings along the line of work must be maintained and kept in good condition. The Contractor shall provide flagmen and guards to direct the control of traffic, and to provide such special signs as may be required by the Engineer. Construction equipment shall interfere as little as possible with the free passage of traffic, and the Contractor shall provide at Contractor's own expense the necessary signs, lights, and watchmen required to safely direct public traffic past such equipment.
- B. The Contractor shall, at Contractor's own expense, provide and maintain such fences, barriers, signs, lights, and other means as may be necessary to prevent accidents to the public and to protect the work. It shall be the responsibility of the Contractor to protect and guard the work from injury or damage due to any cause.

No material or other obstruction shall be placed within 25 feet of active fire hydrants, and they shall be kept readily accessible to the Fire Department at all times.

#### **7.13 RESPONSIBILITY FOR WORK AND MATERIALS**

- A.** Except as may be otherwise provided in the Contract Documents for partial acceptance of the work, the Contractor shall have the charge and care thereof until formal acceptance by the Port and shall bear the risk of injury or damage to any part thereof from any cause whatever arising from the execution or non-execution of the work. The Contractor shall rebuild, restore, repair, and make good all injuries or damages to any portion of the work occasioned by any of above causes before its acceptance, and shall bear the expense thereof. Suspension of the work will not in any way relieve the Contractor of Contractor's responsibility for the protection of materials and the work.

#### **7.14 PRESERVATION OF PROPERTY**

- A.** The Contractor shall exercise due care and concern to avoid injury to existing improvements or facilities, utility facilities, fences, buildings, structures, adjacent property, and trees and shrubbery that are not to be removed. If such objects are injured by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work, and to the satisfaction of the Engineer.
- B.** The Contractor shall be responsible for any damage to existing sewer or water lines, or other underground structures damaged during the course of construction, and shall bear the cost of any repair or replacement. Where such damage occurs, the Contractor shall immediately notify the Engineer, or Engineer's representative, to insure immediate repair of damage. No repair of damaged water lines shall be attempted by the Contractor. Such repairs may be done only by the Water Division forces of the City of Redwood City, and the cost of the repair of said water lines shall be borne by the Contractor. The Contractor shall pay to the Port of Redwood City the actual cost of such repairs plus fifty and seventy-eight hundredths percent (50.78%) of the labor charges to cover superintendency and administrative overhead expense.
- C.** The Contractor shall furnish, maintain, and use at Contractor's expense such equipment and materials as may be necessary to protect adjacent property from damage caused by dust from any of the operations of the Contractor, and Contractor shall be liable for any damage caused by said dust. Failure on the part of the Contractor to control dust, mud, dirt, and refuse from Contractor's operations shall be cause for stopping said work until dust, mud, dirt and refuse are controlled, and any expense caused by such delay shall be borne by the Contractor.

#### **7.15 PRESERVATION OF MATERIALS AND EQUIPMENT**

- A.** Materials and equipment delivered to the site of the work shall be fully protected against the elements, thefts, vandalism, and damage of any kind; and the Contractor shall be held fully responsible for such protection until acceptance of the work. The Engineer shall have the right to require warehousing, watch service, or other type of protection if the same is deemed necessary.

#### **7.16 PROPERTY RIGHTS IN MATERIALS**

- A.** Nothing in the Contract or the Contract Documents shall be construed as vesting in the Contractor any right of property in the materials used in, or products or

equipment incorporated into, the work after the same have been attached or affixed to the work or soil, but the same shall be and remain the property of the Port.

#### **7.17 TAXES**

- A. The contract unit prices shall include full compensation for any payroll taxes which may be incurred under State and Federal Unemployment and Social Security Acts, and all sales taxes on materials furnished by the Contractor. The Contractor shall promptly pay such taxes to the proper agency, and shall indemnify and save harmless the Port from any liability which may or could arise therefrom.

#### **7.18 SANITARY PROVISIONS**

- A. The Contractor shall comply with all of the sanitary regulations prescribed by the Department of Public Health of the State of California, the San Mateo County Health Department, and by the City of Redwood City or by any other City having jurisdiction over any of the work.

#### **7.19 DISPOSAL OF EXCESS MATERIALS**

- A. Excess of unsuitable excavated materials shall be disposed of at the direction of the Engineer. Should the excess material be required to be disposed of on property adjacent to the excavation, the material thus disposed of shall be placed in a neat and uniform manner and to the satisfaction of the Engineer. Full costs for disposing of such material shall be included in the prices bid. No additional payment will be made for off-haul and disposal.

#### **7.20 COOPERATION BETWEEN CONTRACTORS**

- A. Where two or more Contractors are employed on related or adjacent work, each shall conduct Contractor's operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for any damage to work, or injury to person or property, or for loss caused by failure to complete the work within the time specified.

#### **7.21 FIRE HYDRANT ACCESS AND USE**

- A. The Contractor shall provide continuing access to all fire hydrants located within the limits of the work, and such access shall meet the approval of the City's Fire Department.
- B. The Contractor shall not make use of any fire hydrant without first having obtained approval therefore from the Fire Department and a construction meter obtained from the Water Division of the City of Redwood City.

#### **7.22 CLOSURE OF STREETS**

- A. Should the work require the closure of an existing Port street or right-of-way, or portions thereof, the Contractor shall first obtain the written approval of the Port Engineer and the Fire Department therefore. Upon approval, no street closure shall be made unless and until the City's Police Department has been notified of the closure.
- B. Upon completion of construction operations and cleanup, the Contractor shall notify the Port Engineer, the Police Department and the Fire Department when the street is reopened.

#### **7.23 SUBCONTRACTING**

- A. All Contractors shall comply with the provisions of Chapter 4 (commencing at Section 4100) of Division 2 of Part 1 of the Public Contract Code of the State of



California, if applicable to the work being performed and, specifically, shall comply with the provisions of Section 4104 of the Government Code.

- B.** Pursuant to the requirements of the State of California Public Contract Code, Section 4104, each bidder must state in Bidder's proposal the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. This statement shall include the nature of the work to be performed by the subcontractors.
- C.** The Contractor, whose bid is accepted, shall not, without the written consent to the Port either:
  - 1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - 2. Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - 3. Sublet or subcontract any portion of the work, in excess of one-half of one percent (1/2%) of the Contractor's total bid to which Contractor's original bid did not designate a subcontractor.
- D.** The Port may consent to the substitution of another person as subcontractor, when the subcontractor named in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, when said written Contract, based upon the general items, conditions, plans and specifications for the Contract involved or the terms of such subcontractor's written bid, presented to the subcontractor by the Contractor (Section 4107, Public Contract Code).

#### **7.24 STANDARDS TO APPLY IN LIEU OF SPECIFICATIONS**

- A.** Wherever in these Contract Documents, or in any orders that may be given by the Engineer pursuant to or supplementing these documents, it is provided that the Contractor shall furnish materials or manufactured articles for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from companies of established reputation; or if not ordinarily carried in stock, shall conform to accepted standards for first class materials or articles of the kind required, with due consideration for the use to which they are to be put. Work for which no detailed specifications are set forth herein, shall conform to accepted standards for first class work of the kind required.

#### **7.25 GUARANTEE OF THE WORK**

- A.** All equipment, materials, and workmanship furnished under this Contract shall be guaranteed against all defects for a period of one (1) year from the date of acceptance thereof by the Port Commission unless otherwise provided in the Special Conditions. Defective materials and workmanship occurring during the guarantee shall be replaced by the Contractor at Contractor's expense, together

with the repair or replacement of any adjacent work which may be damaged or displaced in the process.

- B. Unless otherwise provided in the Special Conditions, in addition to the above guaranty, the Contractor shall assign to the Port all equipment and material guarantees issued by manufacturers or subcontractors, which guarantees extend beyond the one (1) year period specified above.

**7.26 PUBLIC WORKS CONTRACTS OR SUBCONTRACTS; GOODS, SERVICES OR MATERIALS; ASSIGNMENT TO AWARDING BODY**

- A. In accordance with Section 4551 of the Government Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Port all rights title, and interest in and to all causes of action it may have under the Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Port tenders final payment to the Contractor, without further acknowledgment by the parties.

**7.27 SUBMISSION OF BIDS TO PORT; AGREEMENT TO ASSIGN**

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

**7.28 SECTION 6705 OF THE CALIFORNIA LABOR CODE**

- A. As required by Section 6705 of the California Labor Code, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the Port Engineer or by a registered civil or structural engineer, employed by the Port to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of ground caving during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Port nor any of its officers, agents, representatives or employees.

**8.00 PROGRESS OF THE WORK**

**8.01 COMMENCEMENT OF WORK**

- A. Within ten (10) calendar days after receipt of the required bonds and evidence of insurance and the executed Agreement from the Contractor, written Notice to Proceed will be given by the Port to Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and the Port shall not be obligated to accept or pay for work performed by the Contractor, prior to Notice to Proceed.
- B. The Contractor shall commence the work covered by this Contract within five (5) calendar days after the date established in the Notice to Proceed for the commencement of Contract Time. The Contractor shall give the Engineer written notice not less than two (2) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work which may be caused by its failure to give such notice.

## **8.02 CONTRACT TIME**

- A. Time shall be of the essence in the performance of this Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Section 00220 – 1.04, Time of Completion. It is expressly understood and agreed by and between the Contractor and the Port that the Contract Time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work.

## **8.03 DELAYS**

- A. Notice of Delays - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Engineer in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Engineer at the time of their occurrence.
- B. Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.
- C. Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Port and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. Excusable delays fall into the following three categories:
  - 1. The physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. Contractor must demonstrate to the Engineer that Contractor has made every effort to obtain such materials from all known sources.

- a. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement.
  - b. The above provisions apply equally to equipment to be installed in the work.
- 2. Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, and freight embargoes, shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
- 3. Weather delays mean inclement weather conditions or conditions resulting from weather, which (1), prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations; and (2), requires dismissal of work as a result thereof, and (3) which exceeds the allowance for inclement weather, as listed in Section 00220, Paragraph 1.06.
- D. Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):
  - 1. Delays due solely to the actions and/or inactions of the Port.
  - 2. Delays due to differing site conditions as defined in Section 00210 – 4.05, CHANGED CONDITIONS.
  - 3. Delays due to other Contractors employed by the Port interfering with the Contractor's prosecution of the Work as defined above.
- E. Concurrent Delays - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in this section as Non-Excusable Delays, Excusable Delays, or Compensable Delays. During such concurrent delay periods, time extensions will be granted; however, the Contractor shall not be compensated for its overhead costs as defined in Paragraph 8.05C, Indirect Overhead, and the Port shall not assess its actual costs as defined in Paragraph 8.04A, Non-excusable Delays.

#### **8.04 TIME EXTENSIONS**

- A. Non-excusable Delays - The Port may grant an extension of time for non-excusable delays if the Port deems it is in its best interest. If the Port grants an extension of time for non-excusable delays, the Contractor shall pay the Port's actual costs, including charges for engineering, inspection and administration incurred during the extension.
- B. Excusable Delays - If the Contractor is delayed in the performance of its work as defined in Paragraph 8.03C, Excusable Delays, the Contract completion date may be extended by the Port for such time that, in the Engineer's determination, the

Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

1. Contractor shall provide notification, in accordance with Paragraph 8.03A, Notice of Delays, and submit in writing a request for an extension of time to the Engineer stating at a minimum the probable cause of the delay and the number of days being requested.
  2. If requested by the Engineer, the Contractor shall promptly provide sufficient information to the Engineer to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
  3. Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 8.03C(3), Weather Delays, over and above an allowance as provided for in Section 00220 – Paragraph 1.06 Weather Days. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.
- C. Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, Contractor's failure to fulfill the foregoing shall constitute a waiver of the right to receive a time extension.
- D. During such extension of time for excusable delays, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor.
- E. Time extensions due to compensable delays will be granted only if such delays involve controlling items of work, which would prevent completion of the whole Work within the specified Contract time, plus extensions for excusable delays.

#### **8.05 COMPENSABLE DELAYS**

- A. Contractor shall be reimbursed for Contractor's Indirect Overhead expenses for periods of time when the Work is delayed as defined in Paragraph 8.03D, Compensable Delays. However, no reimbursement for indirect overhead shall be made for compensable delays which occur during a concurrent delay.
- B. Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original contract period and any time extensions granted other than compensable time extensions.
- C. Indirect Overhead expenses are defined as follows:
1. Indirect Field Overhead: The Contractor shall be reimbursed for its indirect field overhead based on:
    - a. Actual invoice costs for any contractor-provided on-site field offices and temporary utilities.
    - b. Actual payroll labor costs as described in Section 00260 – Paragraph 1.03, Force Account Payment, for field office staff.
    - c. Fair rental values acceptable to the Engineer as described in Section 00260 – Paragraph 1.03, Force Account Payment for construction equipment idled due to the delay.

2. Indirect Home Office Overhead: The Contractor shall also be reimbursed for its home office overhead based on the following formula:

a. 
$$\frac{OCA}{OCT} \times 0.3 = \text{Daily Home Office Overhead (\$/day)}$$

Where OCA is the Original Contract Amount, and  
OCT is the Original Contract Time in days.

b. Since it is impractical to determine the actual home office overhead, such reimbursement shall encompass full payment for any home office overhead expenses for such periods of time for the PRIME Contractor and all subcontractors, and no other payment for subcontractors shall be made.

#### **8.06 LIQUIDATED DAMAGES FOR DELAYS**

A. Time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, as modified by extensions of time granted by the Port, damage will be sustained by the Port. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the Port in the amount set forth in Section 00220 – Paragraph 1.05, Damages for Delays, per day for each and every day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the Port may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

#### **8.07 SUSPENSION OF WORK**

A. If the Contractor fails to correct defective work as required by Paragraph 6.0, CONTROL OF MATERIALS AND PRODUCTS, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Port, by a written order of the Port's representative or signed personally by an agent specifically so empowered by the Port, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. The Port's concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the Port to stop the Work shall not give rise to any duty on the part of the Port to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Port.

B. In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Port may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

C. The Port shall also have the right to suspend the Work wholly or in part, for such period as the Port may deem necessary, due to unsuitable weather, or to such other

conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the Port shall provide the provisions as stipulated in Paragraph 8.07, Suspension of Work, above. Such additional work shall be compensated as provided for in Section 00210 – Paragraph 4.05, Changed Conditions.

#### **8.08 FAILURE TO PERFORM PROPERLY**

- A. Should Contractor neglect to prosecute the work properly, or diligently, or fail to perform any provision of the Contract, the Port, after five (5) calendar days written notice to the Contractor, may without prejudice to any other remedy the Port may have, make good such deficiencies and deduct the cost from the payment then or thereafter due to the Contractor. The Contractor shall notify the Engineer in writing immediately any time the work falls fourteen (14) days behind the time schedule submitted by the Contractor under the provisions of Section 00250, Progress Schedules.

#### **8.09 RIGHT TO TERMINATE CONTRACT**

- A. If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Engineer, within the time specified in such notice, the Port or the Port's Representative in such case shall have the right to terminate the operation of the Contract.
- B. Upon such termination, the Contractor shall discontinue the Work, or such parts of it as the Port may designate. Upon such termination, the Contractor's control shall terminate and thereupon the Port or its fully authorized representative may take possession of all or any part of the Contractor's materials, tools, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the Port may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as the Port may deem proper; or the Port may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and its sureties, who will be liable therefore.
- C. In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the Port; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract amount incurred by the Port arising from the termination of the operations of the Contract and the completion of the Work by the Port as above provided shall be paid for by any available funds held by the Port. Any surplus remaining after all just claims and expenses owed after damages have been paid, will be distributed to Contractor.
- D. In addition to the Port's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the Port that reasons beyond

the control of the parties hereto render it impossible or against the interests of the Port to complete the work, or if the work shall be stopped by an injunction of a court of competent jurisdiction, the Port may, upon ten (10) days written notice to the Contractor, discontinue the work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Engineer to be done, nor for any claim for liquidated damages.

#### **8.10 CHARACTER OF WORKERS**

- A.** The Contractor shall neither permit nor suffer the introduction of the use of spirituous liquors and drugs upon or about the work, or upon any ground occupied by Contractor in the prosecution of the work. The Contractor shall employ on the work only such superintendent, foremen, and workers who are competent to perform the type of work to which each is assigned. If any subcontractor or person employed by the Contractor fails or refuses to comply with the directions of the Engineer, or conducts him/herself in a disorderly, improper or incompetent manner, Contractor shall be immediately discharged upon written request in writing of the Engineer.

#### **8.11 CLEANING UP**

- A.** During the progress of the work the Contractor shall at all times keep the site in a neat and clean condition and shall not permit unsightly accumulation of construction debris. Upon completion of any portion of the work, as directed by the Engineer, the Contractor shall promptly remove from the vicinity all equipment and temporary structures, except as otherwise herein provided.
- B.** Upon completion of the work, the Contractor shall promptly remove all construction rubbish and debris of any nature from the work site, and promptly remove all of Contractor's equipment, supplies, surplus material, and temporary facilities of every nature except as otherwise herein provided and shall dispose of the same off the work site to the satisfaction of the Engineer.
- C.** The Engineer will not schedule the final inspection of the work until the Contractor has cleaned up the work site in a satisfactory manner.

#### **8.12 FINAL INSPECTION**

- A.** Upon completion of the work and the final cleanup to the satisfaction of the Engineer, and upon receipt of the Contractor's application for acceptance of the work, the Engineer will proceed with the final inspection.

### **9.00 MEASUREMENT AND PAYMENT**

#### **9.01 MEASUREMENT**

- A.** After the work has been completed, the Engineer will make field counts or measurements of unit price items, from which to determine the quantities of the various items as a basis for payment. On all unit price items, the Contractor will be paid for the actual amount of the work performed in accordance with the Contract Documents as computed from the field counts or measurements taken in a horizontal plane.



- B. All measurements shall be made in accordance with the United States Standard Measure. Measurements for area and linear quantities will be taken on horizontal plane. Measurement of excavation and embankment, when specified, in cubic yards will be computed from cross sections, by the method of average end areas; and when specified in tons, will be computed from weight slips certified by the Engineer. Cubic yardage of any other materials will be computed by multiplication of the surface area on a horizontal plane times the depth or thickness specified. If material is specified to be placed in a structure, the actual volume within the neat lines of the structure, as shown on the Plans, will be the basis for computing the cubic yardage.

#### **9.02 PROGRESS PAYMENTS**

- A. The Contractor shall, at the end of each month, prepare an estimate in writing to be approved by the Engineer of the total amount of work done, in place to date, and the value thereof based on the contract unit prices and the approved cost breakdown of lump sum items as approved by the Engineer.
- B. In addition to the aforesaid estimate of work completed in place, there may be included an amount equal to fifty-percent (50%) of the value of major items of materials and equipment furnished and delivered to the job site, but not installed, such materials and equipment to be those which are proposed and suitable for permanent incorporation in the work. The meaning of the aforementioned "value" shall be the actual cost to the Contractor of the said materials and equipment, as evidenced by receipted bills submitted by the Contractor to the Engineer. The amounts thus included in the progress payment estimates shall be deducted from subsequent estimates, when the said materials and equipment have been installed.
- C. The Contractor shall be responsible for the proper storage and safeguarding of the materials and equipment thus included in the progress payment estimates. The materials must be stored in a locked, secure storage area satisfactory to the Engineer. Any such materials or equipment which become damaged, stolen, or lost, shall be repaired or replaced to the satisfaction of the Engineer, at Contractor's expense.
- D. The Port shall retain five percent (5%) of such estimated value as part security for the fulfillment of the Contract, and shall pay monthly to the Contractor the remaining ninety-five percent (95%) after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract.
- E. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

#### **9.03 FINAL PAYMENT**

- A. Upon completion of the Contract and final inspection by the Engineer, the Contractor shall prepare a final estimate of quantities and the value of such work, and the Port shall pay to the Contractor the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior progress estimates and payments shall be subject to the correction in the final estimate and payment.

- B.** Final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recording by Port, of a notice of completion or acceptance or notice of cessation pursuant to Section 3184 of the Civil Code of the State of California. It is mutually agreed between the parties to the Contract that no approval given or payment made under the Contract, except the final acceptance and payment, shall be accepted as evidence of the satisfactory performance of the Contract. The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alteration of the same, shall release the Port and its officers, consultants, agents, and employees from any and all claims or liability on account of work performed under the Contract or alterations thereof. The final payment shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract, and the amount of work done thereunder and compensation therefore, except in case of gross error, or in case of concealed defects in the work and/or materials.

#### **9.04 ASSIGNMENT OF FUNDS**

- A.** No assignment of any funds to be received by the Contractor will be recognized by the Port unless such assignment has had the prior written consent of the Port, and of the surety or sureties.

#### **10.00 OBSTRUCTIONS**

##### **10.01 PRIVATE IMPROVEMENTS**

- A.** It is anticipated that all major utilities or private improvements that are required to be removed or replaced with new construction, will be so moved and replaced by their respective owners prior to the construction operations covered by this Contract. Except as otherwise provided in Section 10.02 of these General Conditions, it shall be the responsibility of the Contractor to ascertain if any public utilities exist along the line of work, whether or not shown on the Plans; and the Contractor shall, at Contractor's own expense, do any necessary work to save from damage, all such property in or adjacent to the work; and shall repair all damage thereto caused by Contractor's operations to the satisfaction of the Engineer.
- B.** The right is reserved by the Port and the owners of public utilities and franchises or their authorized agents, to enter upon the work for the purpose of making such changes as are made necessary by the proposed work, or for making necessary connections or repairs to their properties.

##### **10.02 UNDERGROUND OBSTRUCTION**

- A.** The provisions of Section 10.01 of these General Conditions notwithstanding, the Port shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utilities located on the construction site if such utilities are not identified by the Port in the plans and specifications made a part of the invitation for bids. The Port shall compensate the Contractor for the costs of locating such utilities, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy; and for the cost of equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the work under this agreement when such delay was caused by the failure of the Port or the owner of the utility to provide for removal or relocation of such utilities.

- B.** Nothing herein shall be deemed to require the Port to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the Port from identifying main or trunk lines in the plans and specifications.
- C.** Nothing herein shall preclude the Port from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- D.** If the Contractor while performing the contract discovers utilities not identified by the Port in the contract plans or specifications, the Contractor shall immediately notify the Port and utility company in writing.

**10.03 SURFACE OBSTRUCTIONS**

- A.** Rubbish, debris of any nature, brush and other surface obstructions in the line of the work, and not covered under separate heading in the bid schedule, shall be removed by the Contractor at Contractor's own expense and disposed of off the work site in a lawful manner, and to the satisfaction of the Engineer.

\* \* \*

**SECTION 00220**  
**SPECIAL CONDITIONS**

**1.01 GENERAL**

- A. These **SPECIAL CONDITIONS** supersede conflicting or contradictory sections in any other section of this Contract.
- B. Titles and headings to sections and paragraphs in these specifications are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units or materials and labor.

**1.02 HOURS OF CONSTRUCTION**

- A. Working 24 hours a day, 7 days a week is permissible providing vessels are allowed to berth whenever necessary.

**1.03 PLANS**

- A. Those certain plans entitled Port of Redwood City Maintenance Dredging 2024 Project and consisting of eight (8) sheets are hereby made a part of this Contract.
- B. The City of Redwood City Standard Details and Technical Specifications.
- C. "State of California, Department of Transportation, Standard Specifications" dated July, 1992, (excepting application to payment) are hereby made a part of this contract.
- D. In the event of discrepancy between Standards of the City of Redwood City and the State of California Department of Transportation, the Standards of the City of Redwood City shall govern.

**1.04 TIME OF COMPLETION**

- A. The work covered under the bid as defined in these Contract Documents shall be diligently prosecuted in accordance with the schedule proposed by the Contractor and approved by the Engineer to insure completion by **November 30, 2024**.
- B. Time for performance shall start running on the day after the date of the Notice to Proceed, and shall run continuously thereafter, including Saturdays, Sundays and legal holidays, subject to such extensions and/or reductions as may from time-to-time during the course of the work be effectuated by change orders duly executed.

**1.05 DAMAGES FOR DELAYS**

- A. In accordance with the provisions of Section 00210 - 8.06, Liquidated Damages, for the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the contractor shall pay the Owner **One Thousand Dollars (\$1,000.00) per calendar day** liquidated damages.

**1.06 INCLEMENT WEATHER**

- A. In accordance with the provisions of Section 00210 – 8.03C, Weather Delays, an allowance of zero (0) working days for inclement weather delay have been included in the time allowed for completion.

### **1.07 GENERAL TRAFFIC CONTROL, SAFETY & ACCESS**

- A.** Contractor shall provide one 11-foot minimum width traffic lane for vehicular traffic in each direction of travel during construction.
- B.** Contractor shall be responsible for supplying, placing and maintaining all construction signs, lighted barricades, cones, and other related traffic safety equipment to assure the safety of motorists as well as pedestrians. Detour shall conform to **WORK AREA TRAFFIC CONTROL HANDBOOK** prepared by the Uniform Ordinances and Practice Committee of the Southern California Chapter APWA. Copies can be obtained from Building News, Inc. 3055 Overland Avenue, Los Angeles, CA. 90034, (213) 870-9871.
- C.** Contractor has immediate access to the work site within the corporate limits of Redwood City. Contractor shall limit Contractor's activities within the area indicated as limits of the Contract. No work shall proceed on site unless temporary barriers, fences, gates and protection are installed and functioning.

### **1.08 PRE-CONSTRUCTION CONFERENCES**

- A.** There will be a pre-construction conference after award of contract and before start of actual work on the project. The arranged time and place will be mutually agreeable to the Engineer and the Contractor. The Contractor together with the person to be designated as the Contractor's Superintendent for the work shall attend the meeting.
- B.** The Contractor shall at this time submit Contractor's proposed project progress schedule and detailed cost breakdown for the work for review and approval as to conformance with the Contract Documents.

### **1.09 SUPERINTENDENCE**

- A.** The Contractor is to have on the job at all times a competent superintendent who shall represent the Contractor in Contractor's absences and all direction given said superintendent to be as binding as if given the Contractor.

### **1.10 UTILITY OPERATIONS**

- A.** Prior to any underground excavation or demolition of any pavement, "Underground Services Alert" shall be notified by telephone, (800) 642-2444, at least 48 hours prior to the beginning of each excavation or demolition.

### **1.11 UTILITY SHUTDOWN**

- A.** No utility shall be disconnected without prior written approval of the Engineer.
- B.** In the event operations of this project require that there be a temporary utility shutdown, the Contractor shall submit, in writing, notice of this requirement at least forty-eight (48) hours in advance of the operation.

### **1.12 COOPERATION WITH OTHER CONTRACTORS**

- A.** It is possible that other contractors and/or the Port's crew may be working adjacent to the site concurrently with this contract. This Contractor shall cooperate with these other contractors so that all work can be coordinated and can proceed without conflict between various parties involved.

### **1.13 DRAWINGS ON SITE**

- A. A complete set of Plans and Specifications shall be kept continuously at the site. Copies of all change orders, letters, extra work orders shall be kept on the job at all times, and shall be available for inspection.

### **1.14 RECORDS**

- A. Contractor shall keep accurate, detailed records of the type, character and extent of all work accomplished and time spent in the performance of each type of work and shall, upon request, furnish the Engineer with any information from these records, including the accumulative totals.
- B. Contractor shall submit to the Port prior to final acceptance all as-built drawings, guarantees, maintenance and repair manuals as required.

### **1.15 ADJUSTMENT OF QUANTITIES**

- A. The Port reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, or completely delete any item or items by issuing any Change Orders. Therefore, and in connection therewith, to make such alterations, changes, or additions to, or deviations or omissions from the plans and specifications for the work as may be necessary or advisable to accomplish the object and purpose thereof; and the same shall be in no way offset or make void the contract nor release the surety or sureties of any bond or bonds given to ensure the performance thereof; and the cost of such changes, additions or deletions, based on the Contract unit prices for the item or portion of the work involved shall be added to or deducted from the Contract prices as the case may be.

### **1.16 PARTIAL ACCEPTANCE AND OCCUPANCY**

- A. Partial acceptance of completed work may be considered at the discretion of the Engineer.
- B. The Port shall have the right to occupy and use in any manner any or all portions of completed work which has been accepted.

### **1.17 FINAL INSPECTION**

- A. At least four (4) working days' notice shall be given to the Engineer that the project is ready for final inspection, that the Contractor has carefully inspected all portions of the work and that all conditions of the Contract document have been fulfilled.
- B. Upon acceptance of notice that the work is ready for final inspection, the Engineer together with the Contractor, shall promptly make a joint inspection of the work and note deficiencies, if any. If there are no deficiencies, or when noted deficiencies, have been corrected and Engineer finds the work acceptable then the Contract is fully performed.

### **1.18 GUARANTEES**

- A. Unless otherwise specified in these Specifications, Contractor shall guarantee for one full year (365 days) from the date of the final completion of the contract and acceptance thereof by the Port Commission of Redwood City, to repair or replace any improvements which constitutes defect resulting from the use of inferior or defective materials, equipment or workmanship. 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.

### **1.19 WATER CONSERVATION**

- A.** Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Specifications of these special provisions or relieving the Contractor from the legal responsibilities.
- B.** The Water Shortage Emergency Ordinance, adopted by the City of Redwood City on July 1, 1990, prohibits or restricts water for construction purposes. However, the use of domestic water in construction projects for backfill consolidation or compaction, or for dust control purposes is allowed under the current conditions.
- C.** The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.
- D.** When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative", of the Standard Specifications shall be used to control dust on this project. No additional compensation will be allowed for the use of dust palliatives.

### **1.20 USE OF WATER**

- A.** Nothing in this section shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Specifications of these special provisions or relieving the Contractor from the legal responsibilities.
- B.** All water used in conjunction with the project improvements shall be metered and paid for by the Contractor.
  - 1. Contractor shall pay a meter deposit to Revenue Services at City Hall, 1017 Middlefield Road for the construction meter plus the monthly rental fee and the cost of actual water usage.
  - 2. The receipt of payment shall be taken to the Public Works Department at the Municipal Service Center, 1400 Broadway to pick up the water meter.

### **1.21 ORDER OF WORK**

- A.** The contractor's schedule shall indicate the order of Contractor's work and the time period required in each area.

### **1.22 RESPONSIBILITY FOR UNDERGROUND FACILITIES**

- A.** Attention of bidders is specifically directed to responsibility for the care and protection of previously installed underground facilities, including, but not limited to, storm drains, sanitary sewers, water mains, utility ducts, and appurtenant structures underlying the roadway improvements to be constructed.
- B.** Contractor shall be solely responsible for the protection and care of such facilities which facilities have been tested and accepted prior to commencement of the work hereunder. Any damage to such facilities discovered during the course of the work and/or upon final inspection of the work hereunder shall be repaired or replaced by Contractor to the satisfaction of the Port Engineer at no additional expense to the contract prior to acceptance of the work.

### **1.23 MARKINGS ON SIDEWALKS**

- A.** Any permanent marking to be set or made in the concrete shall be made with an approved stencil in the appropriate location. All temporary markings shall be removed after completion of the project.

### **1.24 CLAIMS; REQUIREMENTS**

For any claim subject to this article, the following requirements apply:

- A.** The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- B.** For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- C.** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- D.** If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer within 30 days for settlement of the dispute.
- E.** If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) or Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from



the time the claimant submits the written claim pursuant to subdivision (A) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

#### **1.25 DUST CONTROL**

- A.** Contractor shall take appropriate steps such as watering to prevent airborne dust due to work under this Contract.
- B.** Contractor shall remove and dispose daily at Contractor's cost, off-site of dirt, debris, waste and rubbish from the work area and the construction site.

#### **1.26 DAMAGE**

- A.** Damage to existing structures, facilities, utilities, trees, lawns, shrubs, pavements, or other property caused by the Contractor shall be restored to original condition at the Contractor's expense, prior to final inspection and acceptance.

#### **1.27 STAGING AREA**

- A.** The Contractor shall make Contractor's own arrangements to obtain a staging and/or storage area for Contractor's equipment and materials. No staging or storage of materials will be allowed on the public right-of-way unless specifically requested by the Contractor in writing and approved by the Engineer in writing. Contractor shall be solely responsible for the safeguard of the equipment and materials stored in the staging / storage area(s).

#### **1.28 TEMPORARY SURFACING**

- A.** Unless permanent pavement is placed immediately, temporary bituminous resurfacing 2 inches thick shall be placed and maintained at locations determined by the Engineer wherever excavation is made through pavement, sidewalk or driveways. In sidewalks areas, the temporary bituminous resurfacing shall be at least 1 inch thick; in all other areas it shall be at least 2 inches thick. At major intersections and other critical locations, a greater thickness may be ordered. Temporary resurfacing shall be placed as soon as the conditions of the backfill is suitable to receive it and shall remain in place until the conditions of the backfill is suitable for permanent resurfacing.
- B.** The mixture may be furnished from stockpiles or directly from the plant mixer and may be laid cold, at the option of the Contractor. The resurfacing shall be placed, rolled, maintained, and removed and disposed of by the Contractor.
- C.** Maintain temporary surfacing in good condition, satisfactory to the Engineer, until finished paving is installed.

#### **1.29 CONSTRUCTION LAYOUT AND COMPACTION TESTING**

- A.** The Contractor will furnish Contractor's own layout and control lines necessary for the construction of the improvements covered by this contract. The Contractor shall notify the Port, in writing, at least one full working day prior to the date when excavation will start.
- B.** The Engineer and the Contractor will jointly review the Contractor's layout in the field, and the Engineer will give Engineer's approval, or make whatever changes are necessary, prior to excavating.
- C.** The Contractor will provide soil and concrete testing to insure conformance to the plans and specifications. If additional testing is required due to insufficient compaction the Contractor will be responsible for the cost of any re-testing required.

### **1.30 STORM WATER POLLUTION PREVENTION**

- A.** The contractor is advised that the City of Redwood City and all other municipal stormwater dischargers in San Mateo County are co-permittees under the National Pollutant Discharge Elimination System (NPDES) Permit Number CA 0029921. This permit prohibits the discharge of illicit discharges (non rainwater) into the storm drain system, unless specifically exempt. As a condition of this permit the City of Redwood City and San Mateo County have implemented a local Storm Water Management Plan, adopted respective enabling ordinances prohibiting illicit discharges, and adopted “Best Management Practices” (BMPs) to assist contractors and citizens with alternatives. The central goal of the Storm Water Management Plan and BMPs is to reduce the amount of pollution in run-off and establish procedures to address and control storm water pollution resulting from both public and private sector construction activity within the Port. The types of construction contracts controlled by this Section include site improvement work, street and utility replacement or improvement, drainage work, and general construction. All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable Storm Water regulations and to implement BMPs at all times. Guidelines and BMPs are available from the Redwood City Public Works Services Department.

### **1.31 EQUIPMENT AND PROCEDURES**

- A.** Subject to the approval of the Engineer, Contractor may select the equipment and procedures Contractor deems most appropriate for the prosecution and completion of the Work in conformance with the requirements of the Contract documents, provided however, that the equipment and procedures selected shall not be such as to cause damage to the underlying soils in the project area, and shall demonstrate compliance with said requirements and the intent of the Work.
- B.** If, in the opinion of the Engineer, the equipment or procedures selected by the Contractor are detrimental to the intent of the Work and/or will cause damage to the underlying soils, the Contractor shall so modify Contractor’s procedures or Contractor’s equipment as to meet the approval of the Engineer at no additional expense to the Contract.
- C.** Equipment will be evaluated by the Engineer on the basis of its performance and suitability for completing the Work within the intent of the specifications and without damage to the underlying soils. The Port may, upon the advice of the Engineer and with due written notice to the Contractor, exclude any vehicles or equipment from the Work which do not comply with this requirement.
- D.** Equipment shall be operated in such a manner as to preclude pumping, and/or subgrade damage. Where, in the opinion of the Engineer, pumping and wearing have progressed to an extent where damage to subgrade has occurred as evidenced by distortion of the surface, rutting, or appearance at the surface of underlying undessicated soils, the Contractor shall perform the following subgrade repair to the satisfaction of the Engineer at no additional expense to the Contract.
  - 1. Excavate damaged roadway areas to the extent directed by the Engineer.
  - 2. Segregate excavated material into native soil and imported granular material to the satisfaction of the Engineer.
  - 3. Allow excavation to dry and then condition the excavation material to optimum moisture content.

4. Backfill excavation with conditioned native soil and compact to a minimum density of seventy-five (75) percent of maximum dry density as determined by the procedure set forth in ASTM Designation D1557.
5. Backfill excavation to subgrade for imported granular fill material with conditioned native soil and compact to a minimum density of ninety (90) percent of maximum dry density as determined by the procedure set forth in ASTM Designation D1557.
6. Backfill excavation above subgrade for import fill material with salvaged granular fill material compacted to a minimum density of ninety (90) percent of maximum dry density as determined by the procedure set forth in ASTM Designation D1557.

### **1.32 CONSTRUCTION GUIDELINES ON BAY MUD**

- A. Introduction** - The purpose of this subsection is to provide general observations and guidelines for earthwork construction in the Redwood Shores area and to highlight some of the more difficult aspects of earthwork on sites underlain by Bay Mud. It is presented as a supplement to the Standard Plans and technical specifications normally provided for the project.

General Soil and Ground Water Conditions - Redwood Shores is a former marshland which has been carefully filled to allow development. Fill in the area is generally about 5 feet thick and has two distinct layers: The upper 2 feet consists of select granular import underlain by about 3 feet of compacted clayey fill. The clayey fill is either import silty clay fill or reconditioned organic clay from local excavations.

The fill is underlain by native organic clay, locally known as Bay Mud. The upper approximately 2 feet of the Bay Mud is generally stiff from former desiccation and is usually referred to as Bay Mud crust. Below the upper 2 foot crust, the Bay Mud is soft and highly compressible. Moisture contents of the Bay Mud crust range from about 30 to 50 percent and from 50 to 200 percent for the soft clay beneath the crust.

The Bay Mud is usually underlain by relatively incompressible and stiff or dense alluvial deposits.

Groundwater exists within the Bay Mud although it generally does not appear as free water. Instead, ground water tends to seep slowly out of the Bay Mud. The ground water often appears brackish. For design purposes, ground water is generally considered to be at about Elevation 99 feet (Mean Sea Level equals - El. 100 feet).

- B. Groundwater can also collect in the upper select fill, where it perches upon the lower clayey fills.**
- C. Trenches and Excavations** - Trenching specifications for Bay Mud sites are usually restrictive about excavation methods and shoring requirements. All contractors should carefully review the technical specifications provided for the project. The following observations and guidelines are presented as a supplement to the technical specifications:
1. The select granular fill should be segregated when performing excavations. Most contractors accomplish this by placing the select fill on one side of the trench and excavated clayey soils on the other. The select fill has an R-value

of at least 25 and if mixed with the clayey soil beneath, cannot be considered as select fill.

2. Bay Mud requires significant drying and processing time to be reused as compacted fill. Bay Mud must be spread in thin layers and disked or turned to facilitate drying such that the material may be properly compacted.
3. Trenches which extend into the Bay Mud should be backfilled as soon as possible after placement of utilities to prevent base heave or trench sloughing. Significant lateral movements of excavation walls can occur if the trenches are left open for extended periods.
4. The Port trench backfill specifications are strict on the type of materials and compaction requirements. The Contractor should carefully read and understand these specifications.
5. As stated in the project specifications, glory hole excavations and V-trenching are not allowed. They result in large quantities of heavy backfill which can cause long-term differential settlements.

**D. Heavy Equipment Limitations** - Due to the underlying soft Bay Mud and the relatively thin layer of compacted fill, construction equipment should be limited to medium to lightweight size to reduce the potential for subgrade damage, pipe breakage, or slope failures. The thin layer of select fill over compacted clay is subject to high deflections under heavy wheel loads. The following observations and guidelines are presented regarding construction equipment:

1. Avoid the use of large earthwork equipment for mass grading operations, especially within 30 feet of lagoon slopes. The following are suggested maximum equipment sizes over areas where the upper select fill is at least 2 feet thick:

Compactors:	Cat 815 or equivalent
Scrapers:	Cat 613 or equivalent
Track-wheeled loaders:	Cat 963 or equivalent
Blade:	Cat 12G

2. In areas where the thickness of the existing fill has been reduced, even lighter equipment should be considered. Open excavations in soft Bay Mud cannot support rubber-tired equipment although light dozers with mud tracks, such as a Cat D4 or equivalent, are sometimes used.
3. Haul routes for trucks and scrapers should be kept level and smooth to prevent equipment from bouncing and imposing very high dynamic loads on the fill.
4. Heavy equipment should not be allowed to travel at high speeds as this can cause serious subgrade damage and rutting. This has been particular problem for loaded scrapers.
5. All operators of heavy earthwork equipment should be informed of these guidelines and be aware of the general soil conditions.

**E. Pumping Subgrade** - Under repeated wheel loads and/or excessive moisture, the existing fill can become rutted and difficult to repair. Soft or "pumping" areas can develop from heavy earthwork equipment. Careful attention should be given to the construction operations to limit traffic over areas, which have become wet or show

signs of surface cracking due to pumping subgrade soils. We present the following observations and guidelines regarding pumping subgrade soils:

1. Subgrade damage most often occurs where repeated heavy wheel loads are imposed on the soil.
2. Increased subgrade moisture content resulting from ponded water can also lead to subgrade damage under even lightweight earthwork equipment.
3. No water should be allowed to pond in traveled areas.
4. Concrete trucks should not be allowed to wash out in traveled areas.
5. Repair of damaged subgrade is most often accomplished by subexcavation to depths ranging from 8 to 18 inches, placement of geotextile fabric, and careful compaction of select fill or aggregate base up to the former subgrade level.

**F. Wet Weather Problems** - Earthwork and construction operations can be severely hampered by wet weather. We present the following observations and guidelines:

1. Construction through the wet weather months usually results in some required repair of damaged roadway subgrade and building pad fills.
2. Surface drainage of rainfall is generally limited by low grades and limited discharge points.
3. Wherever possible, the ground surface should be sloped to drain rainfall and prevent ponding of water.
4. Rainfall and ponded water tend to infiltrate and accumulate at the base of the select fill.
5. If cuts are made for roadways, the thickness of select fill is often reduced such that shallow water can accumulate very near the roadway subgrade.
6. Forklifts, concrete trucks, and backhoes often cause severe rutting of surficial soils when used over rain-soaked soils.
7. Repeated vehicle and equipment traffic over wet areas can cause a thick mud slurry to accumulate during wet weather months.
8. Temporary construction haul routes constructed of crushed rock with or without an underlying geotextile membrane are often helpful in reducing subgrade damage and preventing damage to shallow utility pipes.
9. Gradall-type forklifts carrying construction materials can easily damage wet subgrade soils.

**G. Shallow Utilities** - Underground utilities can be subject to damage from heavy equipment. For gravity flow utilities such as sewer and storm drain, the pipes usually become shallower toward the rear of the sites, furthest from the main connections on roadways. Where pipes have relatively thin soil cover, they can be damaged from heavy earthwork equipment under certain conditions. When backfill has been properly placed and compacted over shallow pipes, the risk of damage from normal equipment wheel loads is usually small. If the fill is allowed to become saturated from ponded water, however, such as rainfall or wash out from concrete trucks, significant rutting can occur. We present the following observations and guidelines:

1. Shallow pipes should be adequately backfilled to the subgrade level in roadway areas and should not be left low.
2. Heavy equipment such as loaded trucks, forklifts, or concrete trucks should not be allowed to drive through areas where the subgrade soils have become wet. Damage to pipes by forklifts and concrete trucks may not be discovered until months later.
3. Where heavy equipment cannot be avoided, sewer laterals should be clearly marked to prevent damage.

### **1.33 SAFETY**

- A. Contractor, before beginning construction, is to provide, maintain and remove upon completion of work all barricades around openings and excavations, fences around areas and other temporary construction, warning signals, signs, and flagmen as required to direct traffic through the work area and or to redirect traffic to detours.
- B. The temporary work shall conform to all requirements of State and Local Authorities, and of the Underwriters in regard to operation, safety and fire hazards. The Contractor shall furnish and complete all items necessary for such construction and for conformity with such requirements whether or not called for under the separate divisions of these specifications.
- C. Contractor agrees that Contractor will assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours.

### **1.34 DISPOSAL OF MATERIAL**

- A. All material shall be disposed of at the Contractors expense and shall be included as part of the appropriate bid item prices. No additional compensation shall be given for disposal of material. 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.
- B. Asbestos - containing materials or hazardous substances shall be disposed of in accordance with applicable sections of the Special Technical Provisions.

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**SECTION 00225  
MEASUREMENT & PAYMENT**

**1.01 GENERAL**

- A. Unless otherwise specified in other individual sections of these specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes. Linear quantities of pipe shall be considered as being the true length measured along the longitudinal axis.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.

**1.02 LUMP SUM PRICE BREAKDOWN**

- A. Immediately after award of the contract, the Contractor shall submit a cost breakdown list to the Engineer. This list shall consist of the major items of work that make up the contract and shall be used for determining progress pay estimates. The Contractor shall fill in the amounts for each item, prorating general costs such as setup, overhead, and profit in each item. The total of all items shall equal the total of the contract. The amounts the Contractor indicates for any items on the list may be revised as deemed necessary by the Engineer if it appears such items are unbalanced, unless the Contractor can substantiate these costs.

**1.03 UNBALANCED BIDS**

- A. The Contractor is cautioned against unbalancing prices for lump sum or unit items. Unbalancing prices may be cause for rejection of the bid or the Contractor may be required to substantiate or correct excessive prices prior to award.

**1.04 MEASUREMENT**

- A. Lump Sum Bid Items will be measured as a complete job and are intended to cover payment for all work in connection with the item as indicated on the plans and as described throughout these specifications. Where the item represents a system, the lump sum bid price is intended to cover payment for all items required to construct (furnish and install) the system, excluding only those items of work specifically included in other bid items or marked on the plans as "not in contract", "NIC" or "by others". The intent is that all items of work shown on the plans are to be included within the list of lump sum bid items whether specifically called out or not, except for unit bid items. The Contractor is bidding upon a complete project: the breakdown into various lump sum items is primarily for Owner accounting and funding purposes.
- B. Unit Price Bid Items will be measured as described in the bid schedule or specifications.

**1.05 PAYMENT**

- A. Payment for Lump Sum Items, measured as stated above and accepted, will be paid for at the lump sum bid price, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidental necessary to complete the project in accordance with the Plans and Specifications.
- B. Payment for Unit Price Bid Items, measured as stated above and accepted, will be paid for at the unit price bid, which price and payment shall constitute full

compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the project in accordance with the Plans and Specifications.

## 1.06 MEASUREMENT AND PAYMENT

- A. Lump Sum Item: Item 1 - Dredge Operations Plan. Payment to complete this item as defined in Section 00300, Technical Specifications, shall be on a lump sum payment and will be dependent on the approval of the Port and the permitting agencies.
- B. Lump Sum Item 2 - Pre- and Post-Dredge Surveys. Payment to complete these items following methods defined in Section 00300, Technical Specifications, shall be on a lump sum payment and will be dependent on Port and regulatory agency approval.
- C. Lump Sum Items 3 and 4 - Mobilization and Demobilization. Measurement and payment for this item shall be on a lump sum basis. Compensation for moving onto the site, establishing a corporation yard, permit application costs and bonding of the site, including dismantling and clean-up of corporation yard, shall be included in lump sum payment. The compensation shall not exceed 25% of the total bid price, two-thirds of which shall be payment for mobilization and one-third for demobilization.
- D. Unit Price Items 5,6,7 – Contractor to determine cost efficient beneficial reuse quantities based on the following disposal areas and their associated disposal percentage allowances.
  - a. Unit Price Item 5 – 0 – 9,565 cubic yards of dredged material to be disposed at SF-11 (maximum volume = 20%). Contract unit price to complete dredging operations as shown on the Plans and specified herein and will be dependent upon the in situ volume removed as determined by the pre and post-dredge surveys to be verified by the Port and the Engineer. Payment will include compensation for furnishing all labor, materials, tools and equipment, and supervision to perform all work necessary to complete the specified dredging and dredged material at SF-11, as shown on the Plans and in accordance with these Specifications and as directed by the Engineer, complete in place.
  - b. Unit Price Item 6 – 19,129 – 47,824 cubic yards of dredged material to be beneficially reused at either CRRP and/or MWRP (minimum beneficial reuse volume = 40%). Contract unit price to complete dredging operations as shown on the Plans and specified herein and will be dependent upon the in situ volume removed as determined by the post-dredge survey to be verified by the Port and the Engineer. Payment will include compensation for furnishing all labor, materials, tools and equipment, and supervision to perform all work necessary to complete the specified dredging and to beneficially reuse the dredge material at either CRRP or MWRP, as shown on the Plans and in accordance with these Specifications and as directed by the Engineer, complete in place.
  - c. Unit Price Item 7 – 0 – 19,130 cubic yards of dredged material to be disposed at SF-DODS (maximum volume = 40%). Contract



unit price to complete dredging operations as shown on the Plans and specified herein and will be dependent upon the in situ volume removed as determined by the post-dredge survey to be verified by the Port and the Engineer. Payment will include compensation for furnishing all labor, materials, tools and equipment, and supervision to perform all work necessary to complete the specified dredging and dredged material disposal at SF-DODS, as shown on the Plans and in accordance with these Specifications and as directed by the Engineer, complete in place.

- E. Final Cleanup - Full compensation for final cleanup will be considered as included in those various contract items requiring final cleanup and no additional compensation will be made. The contractor shall make this final cleanup in conformance with Subsection 8.11 in Section 00210, General Conditions.

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**SECTION 00230**  
**APPLICABLE CODES AND STANDARDS**

**1.01 RULES AND REGULATIONS**

- A.** All work done and materials and equipment transported, handled, stored or installed shall be done in strict conformance with the applicable orders, rules and regulations of the State of California, Division of Industrial Safety, and with all other State, County, City, Port or District requirements. Nothing contained in these specifications or shown or noted on the plans shall be construed to permit work not conforming to these orders, rules and regulations.
  
- B.** When plans or specifications call for material or construction of a better quality or larger size than may be required by applicable codes or standards, the provisions of the plans and/or specifications shall take precedence over the requirements of the code or standard. If there is any other conflict between the plans or specifications and the requirements of applicable codes and standards, the provisions of the code or standard shall govern.

\* \* \*

## **SECTION 00240 SUMMARY OF WORK**

### **1.01 RELATED DOCUMENTS**

- A.** Contract Documents and Plans, including Invitation For Bids, Notice To Bidders, Proposal, Bidder Certifications, Agreement, General Conditions and Technical Specifications, apply to this Section

### **1.02 WORK COVERED BY THE CONTRACT DOCUMENTS**

- A.** The work of this contract includes tasks covered by lump sum and unit prices.
- B.** The work shall include the provision of all materials, equipment and apparatus not specifically mentioned in the specifications or noted on the plans, but which are obviously necessary to complete the work thereunder.
- C.** The work of this contract includes the following items:
  - 1. Pre- and post-dredge hydro surveys, including volume calculations
  - 2. Mobilization and demobilization of all appropriate equipment and personnel.
  - 3. In accordance with all permit conditions, project plans and project specifications, dredging Wharves 1 - 4 to -34 ft, the Multi-Agency Maritime facility to -8 ft, and the Boatyard Approach Area to -20 ft. MLLW plus a one-foot overdredge tolerance as defined in the plan drawings.
  - 4. Aquatically disposing a maximum of twenty (20) percent of all dredged material (9,565 CY) at SF-11.
  - 5. Beneficially reusing a minimum of forty (40) percent of all dredged material (19,129 CY) at the two beneficial reuse sites (CRRP and/or MWRP).
  - 6. Aquatically disposing a maximum of (40) percent of all dredged material (19,130 CY) at SF-DODS.

### **1.03 WORK RESTRICTIONS**

- A.** Access: Access shall be shared access with the access required by Port Tenant's and other Contractors in connection with activities being performed by other Port Tenant's and Contractors at the Site and adjacent sites and access shall be through project sites where there are activities being performed by others. Access may be moved at the Port's discretion to accommodate adjacent work activities. Access to the site from the Bay shall be in accordance with the requirements of the Permits listed in Paragraph 1.05 "PERMITS" and U.S. Coast Guard.

### **1.04 SPECIAL CONDITIONS AND RESTRICTIONS PERTAINING TO WORK**

- A.** Contractor shall comply with the requirements of Chapter 24 Noise Regulation (Ord. No. 1999, §1, 7-24-89) regarding exterior noise level standards, contained in the City of Redwood City's Municipal Code.
- B.** Contractor shall comply with the United States Coast Guard requirements for the safe boating and other navigational operations while performing work on San Francisco Bay or any other area where the Coast Guard has jurisdiction.

### **1.05 ENVIRONMENTAL PERMITS**

- A. The Port will be responsible for obtaining episode approvals relating to the following permits: U.S. Army Corps of Engineers (USACE) Permit #2017-000589S, Bay Conservation and Development Commission (BCDC) Permit #M1993.077.04, Regional Water Quality Control Board (RWQCB) Water Quality Certification #757775 (WDID #2 CW452327), and California Department of Fish & Wildlife (CDFW) Streambed Alteration Agreement #1600-2015-0199-R3. All permits are included in the Appendices to these Contract Documents. Permit amendments incorporating the new-work dredge areas at the MAMF and the Boatyard Approach are forthcoming.
- B. Contractor acknowledges that the Scope of the Work includes services not provided under specific Bid Items that are reasonably necessary to comply with the Environmental Permits. In the event that an additional Environmental Permit necessary for the performance of the Work is issued, or an existing Environmental Permit is modified, after the Bid Submission date, the Contractor recognizes the terms, conditions and requirements of such Environmental Permit or modification may require the Contractor to perform services or to provide services or to provide materials which are different from the Scope of Work in the Contract Documents. In such event, the Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Times unless such change in the Work materially differs from the Work in the Contract Documents and such change could not be reasonably expected by the Contractor given the ordinarily encountered and generally recognized implementation of similar Environmental Permits. Contractor shall be responsible for its costs of evaluating the implications for the Work of the terms, conditions and restrictions of the Environmental Permits.
- C. The specification of specific permits applying to the Work shall not limit or restrict the obligation of the Contractor in the performance of the Work to comply with any and all other laws, regulations or permits which are described in the Contract Documents or which apply to the performance of the Work.

#### **1.06 GEOTECHNICAL/GRAIN SIZE INFORMATION**

- A. Grain-size analysis was performed with sediment samples collected within the Port of Redwood City Wharves 1, 2, 3 & 4, the Multi-Agency Maritime Facility, and Boatyard Approach Area in April 2024. As specified in the report "Results of Chemical, Physical and Biological Testing of Sediments from Wharves 1 – 4 at the Port of Redwood City" (Haley & Aldrich, 2024), the project area sediments are comprised primarily of fined-grained sediments (>99% silts and clays). A copy of this report will be provided upon request. Results of this sediment characterization investigation may be used as a general guide for classifying materials for the intended purposes, but should not be relied upon to provide a complete and total representation of the project site subsurface conditions. Contractor shall make interpretations and conclusions on the information presented in the report.

**SECTION 00250  
PROGRESS SCHEDULES**

**1.01 GENERAL**

- A.** The Contractor shall provide a construction schedule on a bar chart that includes a procedural outline of all the items of work, which shall be subject to the favorable review of the Engineer and the Port.

**1.02 CONSTRUCTION SCHEDULE**

- A.** The schedule shall be submitted within five (5) calendar days of Notice to Proceed and must be favorably reviewed by the Engineer before the first partial payment can be made.

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**SECTION 00260  
MODIFICATION PROCEDURES**

**1.01 CHANGES, GENERAL**

- A.** Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Engineer and approved by the Port and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.
- B.** The difference in cost of the Work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Engineer:

  - 1. Where applicable, by unit prices accepted by the Port and stated in the Contract Documents;
  - 2. By unit prices subsequently fixed by agreement between the parties;
  - 3. By an acceptable lump sum proposal from the Contractor; or
  - 4. By Force Account, when directed in writing, and administered by the Port through its agents or representatives.
- C.** When required by the Engineer, the Contractor shall submit, in the form prescribed by the Engineer, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.
- D.** The Engineer will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. Upon reaching an agreement, the Engineer will prepare and process the Change Order and make a recommendation for action by the Port. All Change Orders must be approved by the Port in writing before the work can be authorized and the Change Order executed.
- E.** The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the Port, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by the Contractor's signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

**1.02 NEGOTIATED CHANGE ORDERS**

- A.** Under the methods described in Paragraph 1.01 B2 and 1.01 B3 above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Engineer. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor

burdens will be considered, unless approved in writing by the Engineer; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the Engineer as described in Paragraph 1.03, Force Account Payment, below, and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

- B.** Under the method described in Paragraph 1.01 B2 and 1.01 B3 above, the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:
1. For work by its own organization, the Contractor may add the following percentages:

<input type="checkbox"/>	Direct Labor	15 percent
<input type="checkbox"/>	Materials	15 percent
<input type="checkbox"/>	Equipment (owned or rented)	15 percent
  2. Direct labor shall be as defined in Paragraph 1.03A.
  3. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.
  4. For all such work done by sub-tier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit, and the subcontractor may add up to five (5) percent of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.
  5. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance.
- C.** The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.
- D.** When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the Port for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Paragraph 1.03, Force Account Payment. The Contractor shall not claim for anticipated profits on work that may be omitted.

### **1.03 FORCE ACCOUNT PAYMENT**

- A.** If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Port may direct by written Change Order or Field Order that the work be done on a FORCE ACCOUNT basis. The term "FORCE ACCOUNT" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual time and expense of the following:
1. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens, costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities will be considered, unless approved in writing by the Port.
  2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
  3. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars (\$1,000.00).
  4. Additional bond.
  5. Additional insurance, other than labor insurance.
- B.** To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:
1. A fixed fee not to exceed 25 percent for Item 1;
  2. A fixed fee not to exceed fifteen (15) percent of the costs of Items 2, and 3 above, and
  3. To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items 4 and 5 above.
- C.** For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- D.** For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- E.** The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other



general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

- F.** The Port reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- G.** For equipment under Item A.3, above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. Owner-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made.
- H.** Compensation for idle time of equipment through delays caused by the Port will be made consistent with Section 00210, Paragraph 8.05 – Compensable Delays.
- I.** Prior to the commencement of force account work, the Contractor shall notify the Engineer of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Engineer to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and Engineer, or inspector, and a copy of which shall be furnished to the Engineer no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of FORCE ACCOUNT work provided. If the Engineer, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Engineer, or inspector, shall sign-off on the items on which they are in agreement. The Engineer shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in the Special Conditions.
- J.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
- K.** To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Engineer, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Engineer after the thirty (30) day period has expired.
- L.** The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Engineer and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the

size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

- M.** When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the Port for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

**1.04 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES**

- A.** The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be the estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 4-1.03B, Increased or Decreased Quantities, and 4-1.03C, Changes in Character of Work, of the State of California, Department of Transportation Standard Specifications, July 1992, with the following modifications:

1. Delete all references to "Section 9, Paragraph 1.03" and insert "00260 – Paragraph 1.03, FORCE ACCOUNT PAYMENT".
2. Delete the last paragraph (fourth paragraph) of Section 4-1.03C, Changes in Character of Work.

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## SECTION 00270

### SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### 1.01 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in Technical Specifications.
- B. All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Engineer in each case where its submittal may affect the work of another contractor or the Port. The Contractor shall insure coordination of submittals among the related crafts and subcontractors. The Contractor accepts the responsibility and expense for additional costs and delays which may result for work performed without favorably reviewed submittals.
- C. Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

#### 1.02 TRANSMITTAL PROCEDURES

- A. Transmittal Form - A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.
- B. Submittal Numbers - A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

- C. Deviations From The Contract - If the submittals show any deviations from the Contract requirements, the Contractor shall provide a separate written description of such deviations and the reasons therefor. If the Port accepts such deviation, the Port shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.
- D. Submittal Completeness - The Contractor shall review and check all submittals before submitting them to the Engineer. The Contractor shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.
- E. Incomplete Submittals - If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.
- F. Second Submittal - It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer at least by the second submission of data. The Port reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.
- G. Submittal Period - All submittals shall be completed within ten (10) calendar days after the date established in the Notice to Proceed by the Port for the commencement of Contract Time or submittal process whichever is earlier, unless the Engineer accepts an alternate schedule for submission of submittals proposed by the Contractor.

### 1.03 REVIEW PROCEDURE

- A. Submittals will be returned within five (5) calendar days after receipt. Review of submittals has as its primary objective the completion for the Port of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Contract Documents, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.
- B. After review of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:
  - 1. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Material is accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

2. **REJECTED** - Submitted material does not conform to Plans and Specifications in major respect, i.e.: wrong size, model, capacity, or material.
  3. **RESUBMIT** - Material submittal has major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.
- C. The Engineer, in submitting Engineer's "no exception" statement, may annotate the submittal with minor corrections which may not require re-submittal, but which are necessary to make the submittal comply with specifications.
  - D. It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

#### **1.04 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS**

- A. Favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.
- B. Favorable review of submittals does not constitute a change order to the Contract requirements. The favorable review of all submittals by the Engineer shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review will not constitute acceptance by the Port of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

\* \* \*

**SECTION 00300  
TECHNICAL SPECIFICATIONS**

**1.01 GENERAL**

**A.** Scope of Work - the work consists of mechanical dredging at Wharves 1 – 4 to -34 feet, the Multi-Agency Maritime Facility to -8 feet, and the Boatyard Approach Area to -20 feet MLLW plus a 1-foot overdredge allowance at the Port of Redwood City. Consistent with the conditions in the approved permits and the forthcoming Dredged Material Management Office's suitability determination (September 18, 2024), maximum twenty (20) percent of the dredged material shall be disposed of at the Alcatraz disposal site (SF-11), minimum forty (40) percent of the dredged material shall be placed as cover material at CRRP and/or MWRP, and maximum forty (40) percent shall be disposed of at SF-DODS. The work shall include furnishing all labor, materials, equipment and services, and performing all operations in connection with the dredging and disposal or beneficial reuse of the dredged material as indicated on the contract drawings, applicable permitting requirements, and/or specified herein.

**B.** Permits and Authorizations

1. Permits

This project is within the jurisdiction of various regulatory agencies. The following is a list of those agencies and the permits that have been obtained for the Port of Redwood City Maintenance Dredging 2024 Project. Permit amendments incorporating the new-work dredging at the MAMF and Boatyard Approach Area are forthcoming.

<u>Agency</u>	<u>Permit No./Dredging Lease No.</u>
U. S. Army Corps of Engineers (USACE)	2017-000589S
San Francisco Bay Conservation and Development Commission (BCDC)	M1993.077.04
San Francisco Regional Water Quality Control Board (RWQCB)	757775
California State Lands Commission (SLC)	PRC-7483.9
California Department of Fish and Wildlife (CDFW)	Lake and Streambed Alteration Agreement #: 1600-2015-0199-R3

The Contractor shall comply with all project permit requirements and special conditions as listed in the environmental permits that have been issued for this project. Copies of these permits are included in the Appendix of the bid documents and must be kept by the Contractor and be present onsite at all times during construction (permit amendments incorporating the new-work dredging in the MAMF and Boatyard Approach Area are forthcoming).

It is the Contractor's responsibility to be aware of and abide by all of the provisions in these permits that are applicable to this dredging episode. Dredging operations shall cease immediately whenever violation of requirements are detected. Operation shall not resume until methods of compliance have been approved by the appropriate regulatory agency.

Among the provisions stipulated in the applicable permits, the Contractor shall be especially aware that the environmental work window begins on September 1 and ends on November 30, and therefore dredging shall be completed within this timeframe. 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.

2. Authorizations to Begin Work

The Contractor shall submit to the Army Corps of Engineers' (with a copy to the Port) a dredging operation plan (DOP) for approval. As part of the DOP, the Contractor shall also submit a pre-dredge survey to be conducted by the Contractor. The DOP will also include a Debris Management Plan. The Port will authorize commencement of work only after these items have been submitted and approved by the Corps of Engineers.

- C. Character of Material - The material to be excavated from the Wharves 1 - 4 project area is composed of the sediment that has accreted since the project area was last dredged in 2021. Sediment quality testing performed with samples collected from the Wharves, the MAMF and the Boatyard Approach Area in April 2024 shows that the material to be dredged is comprised of 24 - 28% clays, 73 - 75% silt, and <1% sand (no gravel was observed). The Contractor is encouraged to examine the work site and if requested, the sediment characterization report will be provided.
- D. Disposal and Beneficial Reuse Sites - The Contractor shall utilize CRRP and/or MWRP along with SF-11 and/or SF-DODS for the disposal and beneficial reuse of all dredged sediments. The Contractor shall follow all procedures and conditions of use per the permit conditions as listed in the permits included in the Appendices of these Specifications.
- E. Order of Work and Progress Schedule: Dredge Operations Plan - See the following Special Provisions concerning order of work. The Contractor shall allow five (5) working days for review and approval of each of the following by the Port.
1. The Contractor shall submit a progress schedule in accordance with Section 00250 and in a form acceptable to the Port. The schedule shall clearly disclose the contractor's proposed procedure and methods of operation.
  2. The Contractor shall be required to submit to the Port and the Corps of Engineers a Dredging Operations Plan (DOP) detailing:
    - a. The Contractor's business name, telephone number and the dredging site representatives.
    - b. The dredging equipment description, specifications, U.S. Coast Guard sea-worthiness documents for scow and tugs.
    - c. U.S. Coast Guard approval of dredge scow mooring location, protection, and identification.

- d. Notification to Mariners 10 days prior to commencement of dredging and written approval from the Coast Guard of mooring ball locations.
- e. The method of dredging position control, indicating how vertical and horizontal position control will be maintained within three inches (3”).
- f. The method of determining the electronic position of the dredge and dump scow during the entire dredging and disposal operation.
- g. Summary of proposed dredging procedures and site clean-up plan.
- h. A Solid Debris and Chemical Waste Management Plan stating the disposal plan for solid waste, chemical waste and dredging spoils.
- i. A plan drawing showing the disposal site limit.
- j. Timetable and sequencing for privately owned boats to be relocated. Contractor shall limit homeowners’ boat relocation inconvenience to 5 days maximum.
- k. Method of meeting U.S. EPA and other regulatory agency requirements at the disposal site.
- l. Method of refueling of floating plant equipment, boats, spill prevention, containment and clean-up plan.
- m. Contractor shall include USACE, BCDC, RWQCB and CDFW permits numbers and project name on all dredge episode documentation.

Contractor shall be responsible for informing the Port and the USACE of all proposed changes to the DOP.

- 3. For disposal of dredge material at SF-11 and SF-DODS the Contractor shall maintain a Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to the Port and the Corps of Engineers.
- 4. For disposal at SF-DODS, the Contractor shall follow the requirements in EPA Standard Ocean Disposal Conditions for the San Francisco Deep Ocean Disposal Site.
- 5. Contractor's Quality Control Plan for dredging operations and disposal.

No work may begin under the contract until the progress schedule has been approved by the Port, and the DOP has been approved by USACE and BCDC. Time required for review and approval of this item shall not constitute a basis for time extension.

- F. Working Hours - Contractor’s working hours for engine-powered equipment used in dredging operations are 24 hours a day, 7 days a week, providing vessels are allowed to berth whenever necessary. Contractor’s working days for dredging and disposal of dredged material shall be between September 1 and November 30, 2024. Contractor may work overtime and/or weekends/holidays with written permission from the Port.
- G. Interference With Navigation - The Contractor will be allowed to temporarily obstruct navigation access through the work area as necessary to accommodate dredging operations; however, vessels shall be allowed to pass with no more than a sixty (60) minute delay. The Port will provide the Contractor a Wharves 1 – 4 and Multi-Agency Maritime Facility berthing schedule (not necessary for Boatyard



Approach Area), and the Contractor will coordinate with the Port and the vessels calling on the Port as necessary to accommodate all vessel berthing needs.

- H. Cleanup - To assist with cleanup, the Contractor shall be required to hose down all Port facility surfaces with water on a daily basis. The Contractor shall remove all mud, seaweed, trash, or other debris caused by his operation, from floats, docks, or other areas above the high tide by washing with water or other approved method. Attention is directed to Section 00210 8.11 of the General Conditions. The project area shall be left in a neat and clean condition as approved by the Port upon completion of the project.
- I. Payment - Full compensation for complying with the above provisions of Section 1.01, General, shall be considered as included in the contract price for the various bid items and no separate payments will be made.

## **1.02 CONDUCT OF WORK**

- A. Equipment - The Contractor's equipment shall be of sufficient size and capacity to meet the productivity, tolerance and schedule requirements of the Work, and shall be kept in good working condition in order to efficiently perform the Work.

If an electric dredge and/or offloader is to be used, the Contractor shall make all arrangements and pay all costs associated with installing, removing and operating the electrical service for the dredge.

If a diesel dredge and/or offloader is to be used, Contractor shall observe all applicable standards and regulations regarding air quality emissions and fueling of dredge and other attendant plant.

The Contractor shall provide a positioning system for horizontal control capable of functioning during all waterborne activity hours. The Contractor shall establish and maintain all survey monuments, shore stations and control points necessary to operate the waterborne positioning system.

The Port shall be given free access to monitor positioning and measuring activities on the Contractor's positioning system. The Contractor shall provide copies of calibration, positioning and measuring data and results to the Port upon request. The Contractor shall place and maintain the positioning system and all gauges, range lights, buoys and other markings required to assure the accuracy of the surveys. The Contractor shall submit a description of the positioning system equipment, including accuracy's, to the Port for review and acceptance. The Contractor shall take necessary measures to confirm that his selected system is operational at all times during dredging and can operate under the conditions present at the dredging site.

Should the Contractor (during the progress of the Work) lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance which may be dangerous to intended uses of the waterway, or cause pollution of the waters, the Contractor shall give immediate notice, with a description and location of such obstructions, to the Port, and, when required, shall mark, boom or buoy such obstructions until they are removed. The Contractor shall remove such obstructions within three (3) days after being directed to do so by the Port. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Port, and the cost of such removal may be deducted from any money due or become due to the Contractor.

- B.** Signal Lights - Signal lights shall be installed and maintained at locations where any equipment may have low visibility and/or pose a hazard to night-time navigation of the waterway(s).
- C.** Tide Gauges - The Contractor shall set tide gauges at various locations near the project area so that a tide gauge is visible at all times to the equipment operator.
- D.** Staking - The Port shall approve the staking or layout for dredging prior to the beginning of dredging.
- E.** Tolerance (Quality Assurance) - The final dredged bottom perimeter shall not deviate from the perimeter shown on the plans by more than one (1) foot. The bottom elevation shall be no higher than the one-foot overdredge elevation threshold indicated on the plans. Side slopes shall be no steeper than the values indicated on the typical cross sections.

If the post-dredge survey reveals any dredging outside of these tolerances, the Contractor shall do all necessary work to bring the berths and/or channel into compliance at the Contractor's expense.

- F.** Protection of Existing Structures - Reasonable and proper care in the execution of the work shall be used to assure that existing structures lying within or adjacent to the work area are not damaged by the Contractor's operations including the moving or mooring of equipment. The Contractor shall be responsible for correcting any and all damage resulting from operations caused by variation in location and/or depth or dredging from that indicated or permitted under the contract. Contractor is responsible for any damages to shoreline landscape and improvements caused by dredging activities.

Operations shall cease immediately if adjacent piers, aprons, wharfs or other structures appear to be in danger, and notify the Port. Do not resume operations until directed to do so. Notify the Port of any unforeseen conditions.

To the Port's satisfaction, repair all damage caused by the dredging operations to restore the site to its previous condition at no cost to the Port. If not repaired to the Port's satisfaction, the Port will estimate cost of repairs and deduct from Contractor's payment.

- G.** Obstructions - Contractor shall notify the Port in advance of dredge operations whether any moveable obstructions will need to be relocated. If there is an unforeseen obstruction that needs to be relocated after commencement of dredge operations, the Contractor shall get approval from the Port (5) calendar days prior to relocation.

The designated representatives of the Port:

Don Snaman	Scott Bodensteiner
(650) 642-8600	415-748-2193
c-dsnaman@redwoodcityport.com	sbodensteiner@haleyaldrich.com

- H. Artificial Obstructions - The Port has no knowledge regarding the presence of other obstructions including utility crossings, wrecks, wreckage, cables, piers, other artificial obstructions or materials of such size or type which might necessitate the need for special equipment and/or unique operations.
- I. Misplaced Material - If the Contractor, during the progress of the work, should lose, dump, throw overboard, sink, or misplace any material, equipment, machinery, or appliance, the Contractor shall recover and remove such with the utmost dispatch. The Contractor shall also give immediate notice, with description and location of such obstructions to the Port, and when required shall mark or buoy such obstruction until it is removed. Should the Contractor delay, neglect, or refuse compliance with this requirement, such obstruction may be marked and/or removed by other forces, and the cost of such marking and or/removal will be deducted from monies due or to become due the Contractor or may be recovered through the Contractor's bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899.
- J. Water Pollution Control - The Contractor shall not pollute the waters of the harbor, beaches, or the bay with fuels, oils or any other materials, which would have an adverse effect on aquatic life or its habitat or degrade water quality to the detriment of any protected beneficial use. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State and local regulations concerning pollution of the harbor, beaches or the bay. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in the project or adjacent areas. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area.
- K. Removal of Equipment - Upon completion and acceptance of the work, the Contractor shall promptly remove all equipment including, but not limited to buoys, piles, and other markers placed during the course of work in navigable waters or onshore.
- L. Inspection - The Port shall examine the Contractor's record of work performed, check dredged depths, tide gauges, and stakes, as well as the dredged material disposal operation. The Contractor shall provide transportation to and from the dredging operations and equipment for Port and other regulatory agencies' representatives as required. The presence of the Port shall not relieve the Contractor of any responsibility for the proper execution of the work.
- M. Payment - Full compensation for complying with the provisions of Section 1.02, Conduct of Work, shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

### **1.03 SURVEYS**

- A. The Contractor will be required to perform a pre-dredge survey of the wharf dredging limits within ten (10) calendar days after receipt of Notice to Proceed.

For all surveys, the Contractor shall notify the Port at least five (5) days prior to performance of work.

- B. Immediately after completion of the entire work, the Contractor shall perform a post-dredge survey. All areas found to be in compliance with the contract requirements will be accepted and be measured for payment as stated in paragraph "MEASUREMENT AND PAYMENT" below.

#### **1.04 MOBILIZATION AND DEMOBILIZATION**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; including field office and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Demobilization shall consist of removing all personnel, equipment, field office, supplies and other incidentals from the project site upon completion of the work.

#### **1.05 DREDGING**

Dredging shall consist of excavating (by mechanical dredging methods) Wharves 1 – 4, the Multi-Agency Maritime Facility, and Boatyard Approach Area as shown on the Project Plans and specified herein, transporting the dredged material to the designated disposal or beneficial reuse sites, dumping the dredged sediments area to dispose of dredged material, and any other work as necessary to complete the project.

All materials dredged shall become property of the Contractor, and shall be removed from the job site and disposed of in a legal manner by the Contractor. 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. All dredged material shall be dropped onto the grid. Details of the "grizzly" are subject to USACE approval. Solid debris, man-made objects and dredge material remaining on the grid shall be removed for subsequent off - loading to an upland disposal site by the Contractor at no additional cost to the Port. Shore stabilization materials such as rip/rap should be avoided to the greatest extent feasible. Where rip/rap materials are picked up inside the dredge equipment and caught by the grizzlies every attempt to return such rip/rap to the shoreline where it originated. Dredging shall be conducted in such a way that the channel bottom within the specified dredge boundary is relatively uniform and formed to the required line and grade with stable side slopes as shown on the Project Plans.

##### **A. Dredge Depth**

1. Depth of dredging shall be based on Mean Lower Low Water (MLLW). The Wharves 1 – 4 project area shall be dredged to a depth of minus 34.0 feet MLLW (-34.0' MLLW), the Multi-Agency Maritime Facility project area shall be dredged to a depth of minus 8.0 feet MLLW (-8.0' MLLW), and the Boatyard Approach project area shall be dredged to a depth of minus 20.0 feet MLLW (-20.0' MLLW) as indicated on the plans. The maximum over dredge depth allowed shall be 1 foot. Payment is included for 1-foot over dredge depth (material removed to -35' MLLW at Wharves 1-4, -9' MLLW at MAMF, and -21' MLLW at the Boatyard Approach Area). This 1-foot

quantities have already been included in the Cubic Yardage quantities of the Engineer's Estimate.

2. Contractor shall dredge to the elevations shown on the plans, and shall remove all sloughed materials that fall into the finished dredged areas
  3. Any over dredging in excess of -1' below design elevations as specified above, will result in a deduction from the Contractor's Final Payment.
  4. The Contractor is responsible for all re-dredging as required to remediate any under dredging, as stated in Section 1.02 E above, at no additional cost to the Port.
- B.** Underwater Obstructions - If the Contractor discovers underwater obstructions, the Contractor shall immediately give the Port written notification of the existence of such obstruction. Where the Port determines that the removal of the obstruction is essential to accommodate the project improvement, the Contractor shall remove the obstruction. Payment for removing underwater obstructions not shown on the plans shall be made by extra work as provided for in Section 00900, "Modifications" of the Standard Specifications.
- C.** Noise - Provide state-of-the-art mufflers, silencers and noise control features for all equipment in compliance with Air Quality Control Board regulations and other agency requirements applicable to Port operations.
- D.** Positioning Data Reporting - Contractor shall record and maintain Electronic Positioning Data Records. These records are to be submitted weekly to the Port and the USACE.
- E.** Spill Prevention - No material shall be permitted to overflow or spill from the barge, bins or scow during transportation from the dredging site to the disposal site. Contractor shall maintain strict overflow control in accordance with RWQCB and CDFW requirements.
- F.** Sequencing - The Wharves 1 – 4 dredge project is comprised of four berths, but no specific sequencing approach is necessary. The Multi-Agency Maritime Facility and Boatyard Approach Area also do not have a required sequence in which they must be dredged.

#### **1.06 MEASUREMENT AND PAYMENT**

- A.** Surveys: Payment for pre- and post-dredge surveys will be made at the Contract lump sum price for "Pre- and Post-Dredge Surveys", less retention. Full payment for the pre-dredge survey and volume calculations will be made only after Port and regulatory approval of the Dredge Operations Plan. Full payment for the post-dredge survey and volume calculations will be made only after Port approval and regulatory verification that dredging did not exceed the allowable tolerances.
- B.** Mobilization and Demobilization: Payment for mobilization and demobilization will be made at the Contract lump sum price for "Mobilization and Demobilization", less retention. This price and payments shall be full compensation for moving all labor, plant, materials, and equipment necessary for work, and removing same from the job site upon completion of the contract work. The compensation for mobilization and demobilization combined shall not exceed 25% of the total bid price, two-thirds of which shall be payment for mobilization and one-third for demobilization.

C. Dredging

1. Measurement: All dredge areas found to be in compliance with the contract requirements, as verified by the Port, will be measured for payment. Payment will be made for all material removed within the limits of dredging, including the allowable overdepth and side slopes as specified in the Project Plans, as measured by the in situ cubic yard based on the difference between pre- and post-dredge surveys performed by the Contractor.
2. The contract drawings represent conditions existing in May 2020 for the Multi-Agency Maritime Facility and Boatyard Approach Area and May 2024 for Wharves 1-4 at the time of the condition survey. However, the depths shown thereon shall be verified and corrected by soundings taken by the Contractor prior to the start of dredging operations. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurements to be paid in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error. Should the pre-dredge survey indicate bottom conditions and/or dredge quantities significantly different than shown on the plans, the contractor shall notify the Port immediately before proceeding further.
3. Monthly Partial Payment will be based on approximate quantities determined by soundings and sweepings taken behind the dredge. Copies of all field notes, field computations, other records taken in the field by the contractor for the purpose of layout and progress shall be furnished to the Engineer at the site of work for his use to the extent necessary in determining the proper amount of progress payments due to the Contractor.
4. Payment for dredging will be made at the respective Contract unit price for "Dredging" in the schedule under which contract award is made, which price and payment thereof shall constitute full compensation for dredging and disposing of all materials above project depth, including overdepth and materials removed from side slopes in accordance with the drawings and these specifications.

**1.07 SCHEDULE**

The schedule for the dredging work is subject to regulatory dredging "windows" as described in the USACE, RWQCB and BCDC permits and the CDFW Lake and Streambed Alteration Agreement. The Contractor shall begin work no earlier than September 1<sup>st</sup> and finish no later than November 30<sup>th</sup>.

# REGULATORY PERMITS

## Permittee's Copy

**PERMIT NO. M1993.077.04**

(Issued on April 14, 1994, As  
Amended Through October 3, 2018)

**AMENDMENT NO. FOUR**

Port of Redwood City  
675 Seaport Boulevard  
Redwood City, California 94063-2794

**ATTENTION:** Mr. Donald Snaman, Director of Operations

Ladies and Gentlemen:

### I. Authorization

A. Subject to the conditions stated below, the permittee, Port of Redwood City, is hereby authorized to do the following:

**Location:** In the Bay, within the tidal portion of Redwood Creek at Wharves 1, 2, 3, and 4, Sidney Herkner Drive, Port of Redwood City, City of Redwood City, San Mateo County; at the state and federally-authorized Alcatraz Dredged Material Disposal Site (SF-11), in the City and County of San Francisco; the federally authorized San Francisco Deep Ocean Disposal Site (SF-DODS); and at authorized beneficial reuse sites; and in the shoreline band on property owned by the Port of Redwood City, Redwood City, San Mateo County (see Exhibits A and B) (Amendment No. Four).

**Description:** In the Bay:

1. Maintenance dredge approximately 15,000 cubic yards (cy) of material or less from the boat and barge berthing area along Wharf 3 and disposal of the material in the Bay at the Alcatraz Dredge Material Disposal Site (SF-11), or an upland reuse disposal site (original authorization completed);



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2. Maintenance dredge up to 30,000 cubic yards of material per year over a five-year period to maintain a maximum navigational depth of -35 feet mean lower low water (MLLW) (including over-dredged tolerance) at the berthing areas of Wharf 1, 2, 3, and 4, with disposal of the dredged material in the following manner: (a) a one-time placement and rehandling of approximately 5,200 cy of material, which has been determined to be unsuitable for unconfined aquatic disposal at a 10-acre upland site owned by the Port of Redwood City; and (b) the remainder at the Alcatraz Dredged Material Disposal Site (SF-11) or at an approved upland location or at the ocean site (SF-DODS) (Amendment No. One) (completed);
3. Maintenance dredge up to 100,000 cy of material over five years to a project depth of -34 feet MLLW, with one-foot over-dredge allowance in the area defined as Berths 1, 2, 3, and 4 (~~Exhibits B, C, E and F~~). The first episode includes 36,121 cy of dredging and disposal of the dredged material at the state and federally authorized Alcatraz (SF-11) or San Francisco Deep Ocean (SFDODS) disposal sites, or at an authorized upland location. In addition, episode one includes the dredging of 137 cy of sediment which was determined to be unsuitable for unconfined aquatic disposal with temporary placement of the material in the shoreline band as shown in Exhibit D (Amendment No. Two) (completed); ~~and~~
4. Conduct maintenance dredging of up to 150,000 cy of sediment to a depth of -34 feet MLLW plus one foot over-dredge allowance at Berths 1, 2, 3, and 4 (~~Exhibits B through F~~) over ten years and dispose of the dredged material at the Alcatraz Disposal Site (SF-11), the San Francisco Deep Ocean Disposal Site (SF DODS), or an approved upland or beneficial reuse site (Amendment No. Three) (completed);

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5. Widen and deepen, to minus 34 feet MLLW plus one foot of over depth dredge allowance, berths 1, 2, 3 and 4 (at wharves 1, 2, 3 and 4) by 25 feet to the west along the federal navigation channel, and lengthen the berth 4 area at the southern end of wharf 3-4 by 150 feet, by new work dredging of up to 21,500 cy of sediment, as shown on Exhibit C and E (Amendment No. Four);
6. Conduct maintenance dredging of up to 210,000 cy of sediment to a depth of -34 feet MLLW plus one foot over-dredge allowance within berths 1, 2, 3, and 4 and expansion area (Amendment No. Four); and
7. Dispose of the dredged sediment at the Alcatraz Disposal Site (SF-11), the San Francisco Deep Ocean Disposal Site (SF DODS), or an approved upland or beneficial reuse site (Amendment No. Four).

**Within the 100-foot Shoreline Band:**

1. Construct a dredged material containment basin, dimensions would be approximately 60'x60'x3' (3,600 square feet). The containment berms will be constructed of moveable concrete barriers or other non-porous material (Amendment No. Two); and
2. Place approximately 137 cy of dredged material in the basin for drying and rehandling, with no dewatering of the dredged material (Amendment No. Two).

B. This amended authority is generally pursuant to and limited by your permit application dated on October 14, 1993, your letter dated March 5, 1998, requesting Amendment No. One, your letter dated February 11, 2003, requesting Amendment No. Two, ~~and~~ your application received October 21, 2009, requesting Amendment No. Three, and your application received December 5, 2017, requesting Amendment No. Four, including its accompanying exhibits and all conditions of this amended permit.

C. Work authorized in Amendment No. One must commence prior to September 1, 1998, or this amended permit will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed within five years of commencement, or by April 30, 2003, whichever is earlier, unless an extension of time is granted by amendment of this amended permit.

**PERMIT NO. M1993.077.04**

(Issued on April 14, 1994, As Amended Through October 3, 2018)

**AMENDMENT NO. FOUR**

Port of Redwood City

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Work authorized in Amendment No. Two must commence prior to June 1, 2005 or this amended permit will lapse and become null and void. Such work must be diligently pursued to completion, and must be completed within five years of commencement, or by March 23, 2009, whichever is earlier, unless an extension of time is granted by amendment of this amended permit.

Work authorized in Amendment No. Three must commence prior to October 1, 2011, or this amended permit will lapse and become null and void. Such work must be diligently pursued to completion, and must be completed within ten years of commencement, or by November 5, 2020, whichever is earlier, unless an extension of time is granted by amendment of this amended permit (Amendment No. Three).

Work authorized in Amendment No. Four must commence prior to October 1, 2019, or this amended permit will lapse and become null and void. Such work must be diligently pursued to completion, and must be completed by December 31, 2024 unless an extension of time is granted by amendment of this amended permit (Amendment No. Four).

**II. Special Conditions**

The authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

**A. Water Quality Approval.** At least 45 days prior to the commencement of any dredging episode authorized herein, the permittee shall submit to the Executive Director water quality certification, waste discharge requirements, or any other required approvals from the California Regional Water Quality Control Board, San Francisco Bay Region. Failure to obtain such certification prior to the commencement of any dredging episode shall terminate the Commission's authorization for that episode. The Executive Director may, upon review of the Regional Board approval, either: (1) approve the dredging episode consistent with this authorization; or (2) amend this authorization, as necessary, related to water quality issues. Unless the permittee agrees to amend this authorization in a manner specified by or on behalf of the Commission, this permit shall become null and void (Amendment No. Two).

**B. ~~Ten-Six-Year Permit for Dredging.~~** The approximately 210,000 cy or less of maintenance dredging and the approximately 21,500 cy or less of new work dredging authorized by Amendment No. Four shall be completed by December 31, 2024. No further dredging is authorized (Amendment No. Four).

~~The approximately 150,000 cubic yards or less of maintenance dredging authorized by Amendment No. One of this amended permit shall be completed within five years of the date of issuance or by April 30, 2003, whichever is earlier.~~

**PERMIT NO. M1993.077.04**

(Issued on April 14, 1994, As  
Amended Through October 3, 2018)

**AMENDMENT NO. FOUR**

Port of Redwood City

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~~The approximately 100,000 cy or less of maintenance dredging authorized by Amendment No. Two shall be completed within five years of the date of issuance of this amended permit.~~

~~The approximately 150,000 cy or less of maintenance dredging authorized by Amendment No. Three shall be completed within ten years of the date of issuance of this amended permit. No further dredging is authorized (Amendment No. Three).~~

~~Approximately 18,500 cy of dredged material from the authorized dredging area (Episode One, Amendment No. Three), as shown on Exhibits G and H, is not suitable for in-bay disposal and must be disposed of at the deep ocean disposal site (SF DODS) or at an upland location (Amendment No. Three).~~

C. **Limits on Dredging.** This amended permit authorizes both new work and maintenance dredging. The new work dredging is authorized to extend berth areas of wharves 1, 2, 3 and 4 and lengthened wharf 3-4 as shown in Exhibit C to the authorized project depth of -34 feet MLLW plus one-foot allowable over-dredge depth. Maintenance dredging is authorized within berth areas of Wharves 1, 2, 3 and 4, as shown in Exhibit E and once new work dredging is complete, in the widened and deepened area of the berths. No further dredging is authorized (Amendment No. Four).

~~This amended permit authorizes maintenance dredging only. No new dredging is authorized. The amended permit authorizes dredging within area(s) as shown on Exhibits B through F (Amendment No. Three) to the authorized project depth of -34 feet MLLW plus one-foot allowable over-dredge depth (Amendment No. Two). No dredging in other areas is authorized.~~

**D. Dredging and Disposal Activity**

1. **Pre-Dredging and Disposal Report and Notice.** At least 45 days before the commencement of any dredging and disposal episode authorized herein, the permittee shall submit to the Commission's Executive Director:
  - a. A bathymetric map showing the location of all areas authorized to be dredged, the authorized depth including over-dredge depth based on MLLW, the volume of material proposed to be dredged, and the approximate date of project commencement. At least two (2) weeks prior to the scheduled date of commencement of any dredging episode, the permittee shall notify the Commission staff by telephone or in writing or, if the date of commencement changes, provide an updated schedule.

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- b. A written statement to the Executive Director that contains: (1) the proposed disposal site and quantity of material to be disposed, and dates within which the disposal episode is proposed; (2) if applicable, a discussion as to how the volume proposed for disposal is consistent with in-Bay disposal allocations and disposal site limits; (3) the results of chemical and biological testing of sediment proposed for disposal; and (4) an alternatives analysis to explain why ocean disposal, upland disposal or beneficial reuse of dredged material is infeasible (Amendment No. Two). Having an approved, up to date Integrated Alternative Disposal Site Analysis on file at the Commission's office satisfies Special Condition II-D(1)b-4 above (Amendment No. Three)
2. **Authorization of Disposal.** The authorization for the proposed in-Bay disposal shall become effective only if the Executive Director: (1) informs the permittee in writing that the episode is consistent with the authorization provided herein, alternative disposal and beneficial reuse options are infeasible, the volume proposed for disposal is consistent with both in-Bay disposal allocations, if applicable, and the disposal site limits, and the material is suitable for in-Bay disposal; or (2) does not respond to the permittee's pre-disposal report within 30 days of its receipt. If the Executive Director determines that: (a) ocean disposal, upland disposal, or beneficial reuse of the material is feasible; (b) the material proposed for disposal is unsuitable for the Bay; or (c) the proposed disposal is inconsistent with in-Bay allocations and disposal site limits, the Commission's authorization for in-Bay disposal shall be terminated (Amendment No. Two).
3. **Post-Dredging Requirements**
  - a. Within (30) days of completion of each dredging episode authorized by this permit, the permittee shall submit to the Commission a bathymetric map showing the actual area(s) and depths dredged including over-dredge depth based on MLLW, any dredging that occurred outside the area or below the depths authorized herein, and a written statement indicating the total volume of material dredged [from each berth] and disposed and the disposal location.
  - b. If a dredging episode stops for longer than six consecutive months, the permittee must submit, before the dredging episode has resumed, notification to the Commission that dredging will begin again. If a dredging episode is suspended for more than six months, the Commission may require the permittee to complete: (1) new sediment characterization, (2) a re-survey of the dredge area, and/or (3) a revised alternative disposal option analysis.

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- c. If the dredging episode continues longer than one year, whether dredging is continual throughout the year or is fragmented within the episode, the permittee must provide the Commission with the following dredging report: (1) the actual areas and the depth dredged based on MLLW, and any dredging that occurred outside the area dredged; (2) the actual volume of the material dredged; and (3) the volume and location of the material disposed. The dredging report must be submitted no later than one year after the commencement of the episode, and must be submitted every six months thereafter throughout the life of the permit or until the episode is complete. The Commission may require additional sediment characterization, bathymetric surveys, and/or alternative disposal analyses at the commencement of the next episode. Within 30 days of the completion of the episode, the permittee must submit a dredging report as described in Special Condition 3a (Amendment No. Two).

E. **Seasonal Limitations.** Except as provided below, all dredging and disposal activities shall be confined to the work window, between ~~June~~ September 1<sup>st</sup> through November 30<sup>th</sup> of any year, to minimize disturbance to the following endangered and special status species:

Species of Concern	Work Window Period	Consulting Agency
<u>Ridgway's rail</u>	<u>September 1<sup>st</sup> through November 30<sup>th</sup></u>	<u>CDFW, USFWS</u>
Steelhead trout, Chinook salmon	June 1 <sup>st</sup> through November 30 <sup>th</sup>	NOAA, <u>CDFW</u>

CDFW-California Department of Fish and Wildlife; NOAA-NOAA Fisheries; USFWS—U.S. Fish and Wildlife Service

This work window between ~~June~~ September 1<sup>st</sup> and November 30<sup>th</sup> is consistent with Tables F-1 and F-2 of Appendix F, "In-Bay Disposal and Dredging" and Figures 3.2 and 3.3 of the Long-Term Management Strategy (LTMS) Management Plan 2001 as amended by U.S. Fish and Wildlife Service (USFWS) on May 28, 2004 and NOAA Fisheries on July 9, 2015. No work inconsistent with the time and location limits contained in these tables may be conducted without the approval of the Executive Director, provided that such approval may only be issued after (1) consultation with California Department of Fish and Wildlife (CDFW) for impacts to Ridgway's rail and salmonids has occurred; (1) consultation between the U.S. Army Corps of Engineers (USACE) and the ~~US Fish and Wildlife Service~~ USFWS and/or NOAA Fisheries has occurred; (2) the proposed dredging outside the salmonid work window has been discussed with the LTMS Program Managers and a beneficial reuse disposal site benefitting fish habitat has been identified; and ~~(23)~~ the Executive Director has determined that dredging and disposal outside of the work window will be consistent with the Commission's laws and policies (Amendment No. ~~Three~~ Four).

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F. **Longfin Smelt.** If, at any time during the life of this permit, any new laws, policies or regulations require measures to protect longfin smelt from potential adverse impacts of dredging, dredged material disposal, and/or beneficial reuse of dredged material, this permit shall become null and void unless the permittee agrees to amend this authorization to comply with the new laws, policies, or regulations in a manner specified by or on behalf of the Commission. For example, if CDFGW requires an incidental take permit under the California Endangered Species Act, the permittee must obtain the CDFGW take permit, provide the take permit to the Commission and amend the Commission's permit or the Commission's permit will become null and void (Amendment No. Three).

G. **Barge Overflow Sampling and Testing.** Results of any effluent water quality or other testing required by the San Francisco Bay Regional Water Quality Control Board shall be submitted in writing to the Commission's office at the same time that such testing is submitted to the Regional Board.

H. **Monitoring and Enforcement.** The permittee shall allow the Commission staff or representatives of other state or federal agencies to come aboard the dredge or barge associated with any dredging or disposal episode and observe the operation(s) to ensure that these activities are consistent with pre-dredging reports required herein and other terms and conditions of this permit. Further, the Commission reserves the right to have post-dredging reports inspected by a reliable third party familiar with bathymetric mapping in order to verify the contents of these reports. If a third party selected by or on behalf of the Commission indicates that a post-dredging report is inaccurate, the Commission reserves the right to require the permittee to submit a revised report that meets the conditions of this permit. If the Commission determines that the post- If the Commission determines that the post-dredging report indicates that work has occurred beyond that authorized by this permit such violation may result in the initiation of enforcement action by or on behalf of the Commission (Amendment No. Two).

I. **Long-Term Management Strategy Program (LTMS).** If, at any time during the effective life of this amended permit, the Commission's laws, Bay Plan policies, or adopted regulations are changed in regards to in-Bay dredged material disposal targets and limitations, pursuant to the findings and policies developed through the multi-agency Long-Term Management Strategy Program (LTMS), this amended permit shall become null and void unless the permittee agrees to further amend this authorization in a manner specified by or on behalf of the Commission after such changes in the Commission's laws and policies have become effective (Amendment No. One).

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J. **Notice to Contractor.** The permittee shall provide a copy of this permit to any contractor or person working in concert with the permittee to carry out the activities authorized herein and shall point out the special conditions contained herein. The signed Certificate of Contractor Review shall be returned to the Commission before the commencement of dredging episodes (Amendment No. Four).

**III. Findings and Declarations**

On behalf of the Commission, I find and declare that:

A. **Permit History.** The original permit authorized maintenance dredging of 15,000 cy of material from Wharf 3 to a depth of minus 34 feet MLLW plus one foot of over-depth allowance and disposal of ~~up~~ the material at Alcatraz disposal site, or an upland facility, and expired on April 1, 1997. Amendment No. One authorized 30,000 cy of dredging to a depth of minus 34 feet MLLW plus one foot of over-depth allowance over a five-year period, and disposal of the dredged material at the Alcatraz Disposal Site, San Francisco Deep Ocean disposal sites, or an approved upland location. In addition, it authorized a one-time placement and re-handling of 5,200 cy of material determined to be unsuitable for aquatic disposal at a 10-acre upland site at the Port of Redwood City. Amendment No. One expired on April 30, 2003. Amendment No. Two authorized dredging of up to 100,000 cy of material to a depth of minus 34 feet plus one foot of over-depth allowance over a five-year period and the disposal of suitable material at Alcatraz, SFDODS or an authorized upland location. The DMMO determined that 137 cy of material was not suitable for aquatic disposal. This material ~~will be~~ was placed and re-handled at an upland facility within the Port (Exhibit D). Amendment No. Two expired on March 23, 2009. ~~The project depths authorized by the original permit and Amendment No. One and Two were 34 feet MLLW with a one foot over dredge allowance (Amendment No. Two).~~

Amendment No. Three authorized dredging up to 150,000 cy of material over a ten-year period and disposal at the Alcatraz Disposal Site, San Francisco Deep Ocean Disposal Site or an authorized upland or beneficial reuse location. The DMMO determined that approximately 18,500 cy of material from the authorized dredging area ~~is~~ was not suitable for in-Bay disposal (~~Exhibits G and H~~) and therefore ~~will be~~ was disposed at the San Francisco Deep Ocean Disposal Site. Exhibits E and F were replaced with updated site plans. Exhibits G and H were added to the permit. The environmental work windows for the project was updated ~~to include the environmental work window for Pacific Herring~~ (Amendment No. Three).

Amendment No. Four authorizes the widening of berths 1, 2, 3 and 4 by 25 feet on their western edge (in the direction of the Redwood City Federal Channel) and the deepening of the same areas to minus 34 feet MLLW plus one foot of over depth allowance. The deepening and widening episode would be considered new work dredging and the 21,500 cy of dredged sediment would be disposed out of bay or beneficially reused at an authorized upland site.



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Amendment Four also authorizes 210,000 cy of maintenance dredging to a depth of minus 34 feet MLLW plus one foot of over depth for a period of six years with disposal at the Alcatraz disposal site (SF-11), SF DODS, or an upland beneficial reuse site. The amendment is limited to six years at the request of the Port staff. As part of this amendment, updated exhibits replaced existing exhibits for clarity (Amendment No. Four).

**B. Public Access.** Public access to the Bay will not be affected by the construction of the containment basin or the temporary placement of dredged material in the basin as this site is in a Port Priority Use Area and does not have public access due to safety issues (Amendment No. Two).

**C.** The project authorized by this amended permit involves maintenance dredging of up to 100,000 cy of material over five years from the Port of Redwood City, Berths 1, 2, 3 and 4, and disposal of the material at the Alcatraz disposal site (SF-11), or at an approved upland or the deep ocean disposal site (SF DODS), a project consistent with Regulation Sections 10602(a) and 10602(e) as all maintenance dredging completed within a period of ten years with disposal at an approved in-bay disposal site consistent with annual target volumes, and thus is a "minor repair or improvement" for which the Executive Director may issue an amended permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a).

The project authorized by Amendment No. Three involves maintenance dredging of up to 150,000 cy of material over ten years from the Port of Redwood City, Berths 1, 2, 3 and 4, and disposal of the material at the Alcatraz disposal site (SF-11), at an approved upland site, or the deep ocean disposal site (SF DODS), a project consistent with Regulation Sections 10602(a) as maintenance dredging completed within a period of ten years with disposal at an approved in-bay with annual target volumes consistent with Regulation Sections 10713.5 and 10721(a) through 10721(e), at the San Francisco Deep Ocean Disposal Site (SF-DODS), and/or at a non-aquatic location, and thus qualifies as a "minor repair or improvement" for which the Executive Director may issue a permit as consistent with Regulation Section 10622(a) and 10810(b), and pursuant to Government Code Section 66632(f). Additional dredging episodes may be authorized by amendment or by granted time extension of the amended permit.

Amendment No. Four authorized both new work dredging to widen and deepen berths 1, 2, 3 and 4, and lengthen berths 3-4, and maintenance dredging of the berths over a six year period. The widening and deepening of the berths and the resulting new work dredging and disposal at SFDODS or beneficial reuse site is consistent with Regulations 10602 (b) and (d). The maintenance dredging and its sediment disposal either in-Bay, at SFDODS, or a beneficial reuse or upland site is consistent with

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Regulations 10602 (a), (e) and (g). The project as authorized therefore qualifies as a "minor repair or improvement" for which the Executive Director may issue a permit as consistent with Regulation Section 10622(a) and 10810(b), and pursuant to Government Code Section 66632(f).

D. The project authorized by this amended permit is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay. The Special Conditions have been included to ensure that the project minimizes potential adverse impact to native, endangered, and/or special status species, and Bay water quality. The project also adheres to the Bay Plan's dredging policies in that dredged material disposal will not cause further sedimentation or harmful effects to the ecology of the Bay. The Port of Redwood City has also submitted an Alternative Disposal Site Analysis that has been reviewed and approved by Commission staff. In that analysis the Port of Redwood City has committed to taking dredged sediment out of the Bay or to an upland reuse site in accordance with the LTMS and Bay Plan policies. Regarding the state-listed longfin smelt, the permittee, as directed by CDFGW, and required by Special Condition II-F, has determined that longfin smelt will not be taken as part of this project. ("Take" under the California Endangered Species Act means to "hunt, pursue, catch, capture or kill, or attempt to hunt, pursue, catch, capture, or kill.") Commission staff has requested the concurrence or objection to this determination. CDFGW has not responded to the Commission staff request (Amendment No. Three).

Amendment No. Four authorized the widening and deepening of berths 1, 2, 3 and 4 for which the Port of Redwood City obtained an amendment to their 2015-2025 Maintenance Dredging Water Quality Certification for the new work dredging as per Special Condition II-A. The widening and deepening of the berths follows Dredging Policy 2 as their larger size will allow safer navigation of bigger vessels into the Port with less lightering. Further, the dredging will also be conducted during the environmental work windows protecting Ridgway's rail and salmonids, and NOAA Fisheries has concurred with USACE that the deepening is not likely to adversely affect listed species or habitats, thereby adhering to Special Condition II-E as well as Bay Plan policies on Dredging and Fish, Other Aquatic Organisms and Wildlife (Amendment No. Four).

E. **Coastal Zone Management Act.** The Commission further finds, declares, and certifies that the activity or activities authorized herein are consistent with the Commission's Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

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F. **Environmental Review.** Pursuant to Regulation Section 11501 and Article 19, Section 15304(g) of the California Environmental Quality Act (CEQA), the project authorized by this amended permit, is categorically exempt from the requirement to prepare an environmental impact report (Amendment No. Three).

G. **Listing with the Commission.** Pursuant to Regulation Section 10620, this project, as originally authorized, was listed with the Commission on March 17, 1994.

**IV. Standard Conditions**

A. **Permit Execution.** This amended permit shall not take effect unless the permittee executes the original of this amended permit and returns it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission (Amendment No. Three).

B. **Notice of Completion.** The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

C. **Permit Assignment.** The rights, duties, and obligations contained in this amended permit are assignable. When the permittee transfers any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this amended permit, the permittee/transferor and the transferee shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignee executes and the Executive Director receives an acknowledgment that the assignee has read and understands the amended permit and agrees to be bound by the terms and conditions of the amended permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the amended permit (Amendment No. Three).

D. **Permit Runs With the Land.** Unless otherwise provided in this amended permit, the terms and conditions of this amended permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land (Amendment No. Three).

E. **Other Government Approvals.** All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This amended permit does not relieve the permittee of any obligations imposed by State or Federal law, either statutory or otherwise (Amendment No. Three).

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**F. Built Project must be Consistent with Application.** Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the permit and any plans approved in writing by or on behalf of the Commission (Amendment No. Three).

**G. Life of Authorization.** Unless otherwise provided in this amended permit, all the terms and conditions of this amended permit shall remain effective for so long as the permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer (Amendment No. Three).

**H. Commission Jurisdiction.** Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the amended permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this amended permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this amended permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction (Amendment No. Three).

**I. Changes to the Commission's Jurisdiction as a Result of Natural Processes.** This amended permit reflects the location of the shoreline of San Francisco Bay when the amended permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this amended permit does not guarantee that the Commission's jurisdiction will not change in the future (Amendment No. Three).

**J. Violation of Permit May Lead to Permit Revocation.** Except as otherwise noted, violation of any of the terms of this amended permit shall be grounds for revocation. The Commission may revoke any amended permit for such violation after a public hearing held on reasonable notice to the permittee or its assignee if the amended permit has been effectively assigned. If the amended permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this amended permit shall be removed by the permittee or its assignee if the amended permit has been assigned (Amendment No. Three).

**K. Should Permit Conditions Be Found to be Illegal or Unenforceable.** Unless the Commission directs otherwise, this amended permit shall become null and void if any term, standard condition, or special condition of this amended permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this amended permit becomes null

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and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the permittee or its assignee if the amended permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated (Amendment No. Three).

L. **Permission to Conduct Site Visit.** The permittee shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice (Amendment No. Three).

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.



LAWRENCE GOLDZBAND  
Executive Director

San Francisco Bay Conservation  
and Development Commission

LG/PS/cj

cc:

Ms. Jessica Vargas, U. S. Army Corps of Engineers  
Ms. Beth Christian, San Francisco Bay Regional Water Quality Control Board  
Mr. Sam Zeigler, Environmental Protection Agency  
Mr. Al Franzoia, State Lands Commission  
Mr. Arn Aarraberg, California Department of Fish and Game  
Mr. Gary Stern, NOAA Fisheries  
Mr. Kim Squires, U.S. Fish and Wildlife Service  
Ms. Christine Boudreau, Boudreau Associates

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(Issued on April 14, 1994, As  
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\* \* \* \* \*

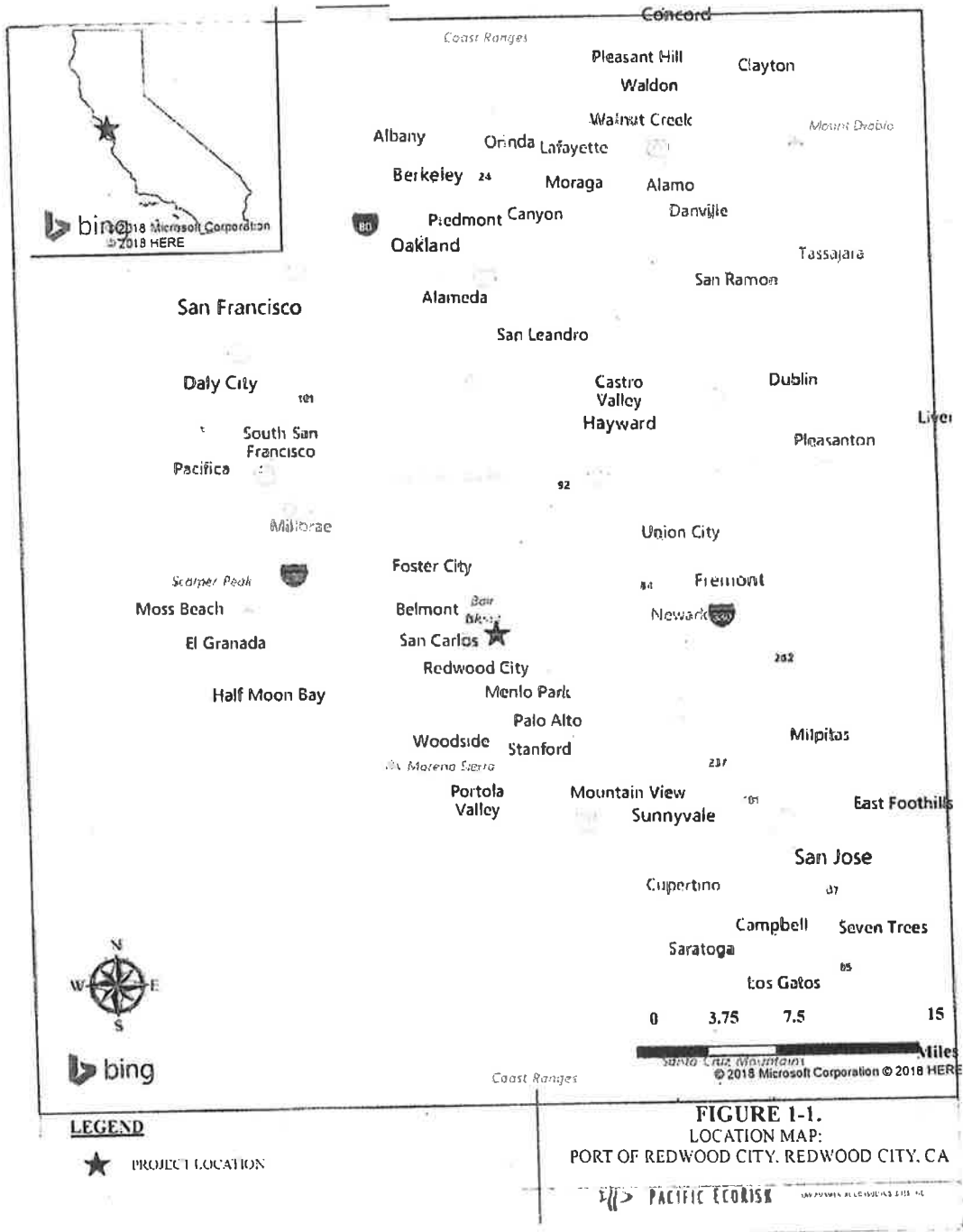
**Receipt acknowledged, contents understood and agreed to:**

Executed at REDWOOD CITY

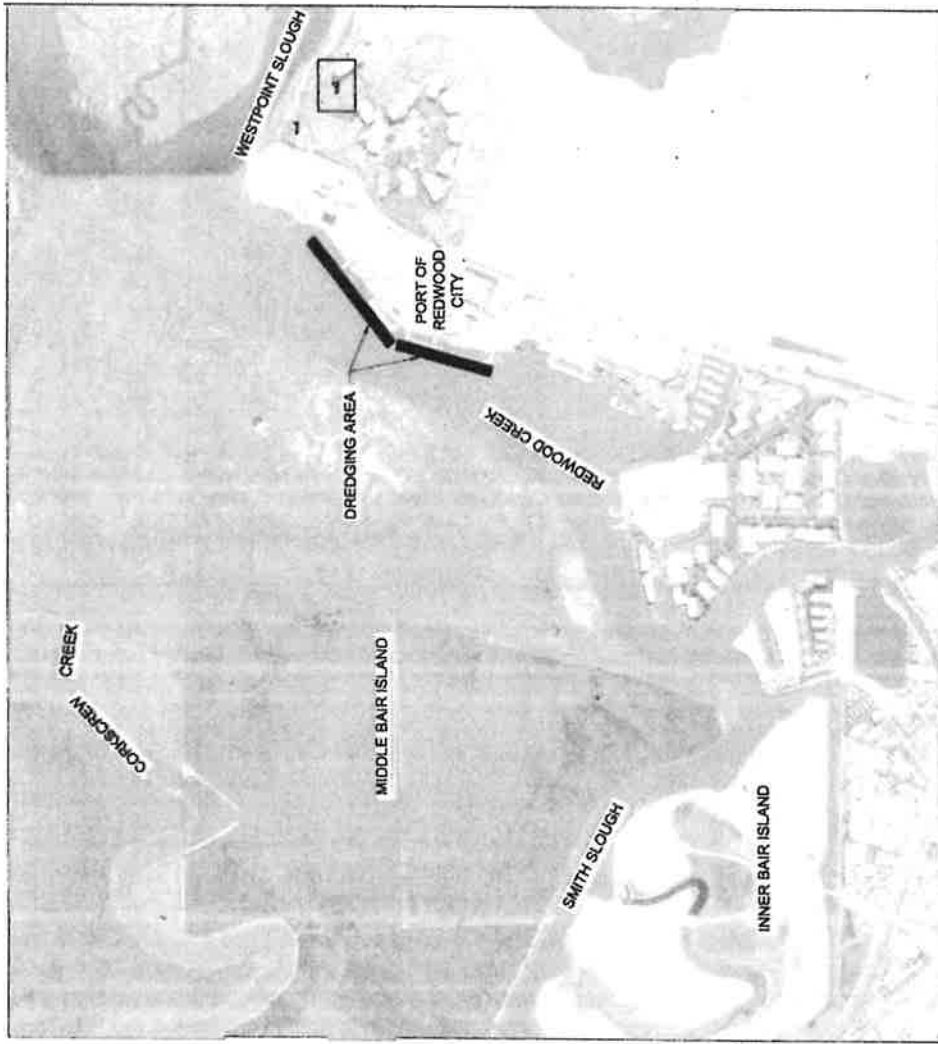
  
**Port of Redwood City**

On OCTOBER 8, 2018

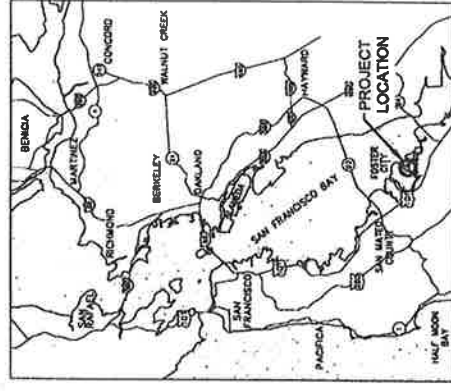
By: DONALD K. SNAMAN  
DIRECTOR OF OPERATIONS  
**Title**



**EXHIBIT A**  
**BCDC PERMIT NO. M1993.077.04**



**OVERALL SITE PLAN**  
MS



**VICINITY MAP**  
MS

F. SHEET 8, LESS THAN 27" X 34"  
IT IS A REDUCED PRINT -  
SCALE REDUCED ACCORDINGLY.

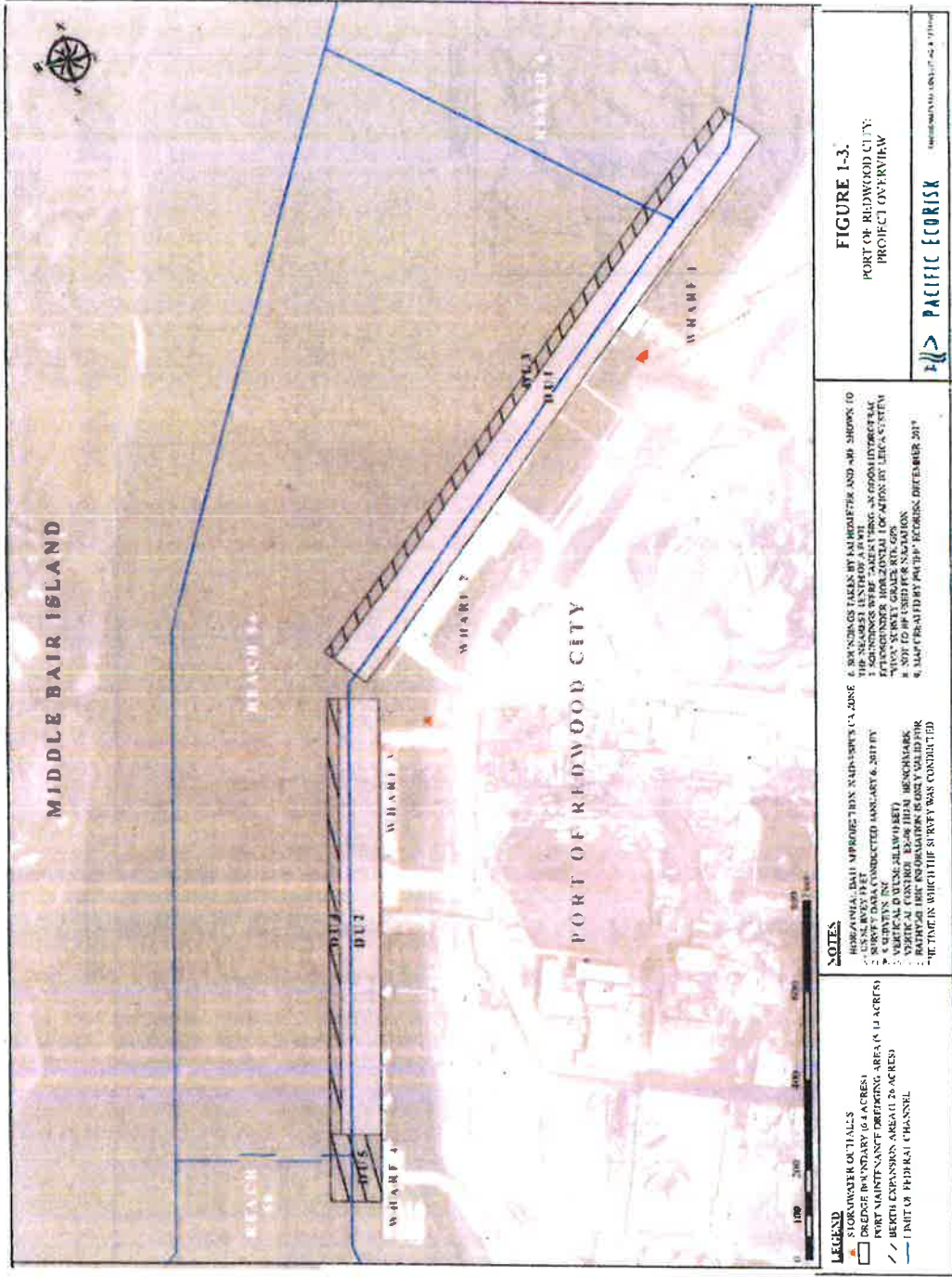
DATE: DECEMBER 2017  
PURPOSE: MAINTENANCE DREDGING  
DATUM: MLLW  
CORPS FILE NO.: 2015-000585

PORT OF REDWOOD CITY  
675 SEAPORT BLVD  
REDWOOD CITY, CA 94063

PORT OF REDWOOD CITY  
BERTH 1-4 MAINTENANCE DREDGING  
FIGURE 1 OF 4  
VICINITY & LOCATION MAPS

**EXHIBIT B**  
**BCDC PERMIT NO. M1993.077.04**





**FIGURE 1-3.**  
PORT OF REDWOOD CITY  
PROJECT OVERVIEW

**NOTES**

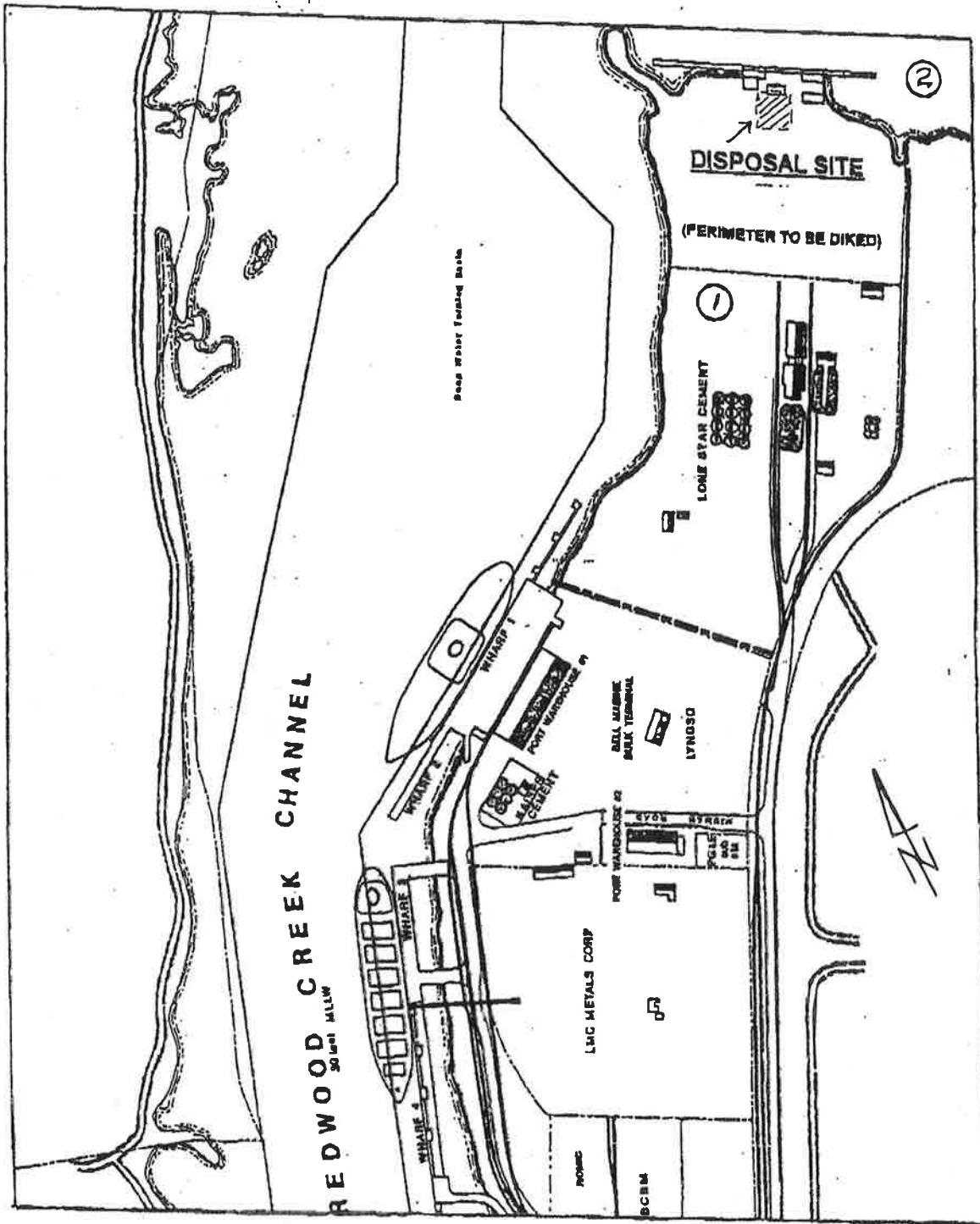
1. SHORELINE DATA OBTAINED FROM NAD 83 SURVEY DATA.
2. SURVEY DATA CONDUCTED JANUARY 6, 2017 BY PACIFIC ECORISK.
3. VERTICAL DATUM IS SEA LEVEL (MSL).
4. VERTICAL CONTROL IS NAD 83 HIGH WATER MARK.
5. BATHYMETRIC INFORMATION IS ONLY VALID FOR THE TIME PERIOD IN WHICH THE SURVEY WAS CONDUCTED.
6. SOUNDINGS TAKEN BY HYDROTECH AND ARE SHOWN TO THE NEAREST TENTH OF A FOOT. AN IRREGULAR SOUNDING WITH A ZERO IN THE TENTH POSITION INDICATES A SOUNDING OF ZERO FEET.
7. THIS MAP IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR NAVIGATION.
8. MAP PREPARED BY PACIFIC ECORISK, DECEMBER 2017.

**LEGEND**

- SHORELINE
- PROJECT MAINTENANCE DREDGING AREA (16 ACRES)
- BERTH EXPANSION AREA (126 ACRES)
- LIMIT OF FEDERAL CHANNEL

PACIFIC ECORISK

EXHIBIT D  
BCDC PERMIT NO. M1993.077.04



PURPOSE: Maintain navigable depths  
DATUM: MLLW

ADJACENT PROPERTY OWNERS:

- ① RMC Lonestar
- ② State

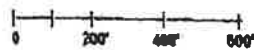


EXHIBIT D

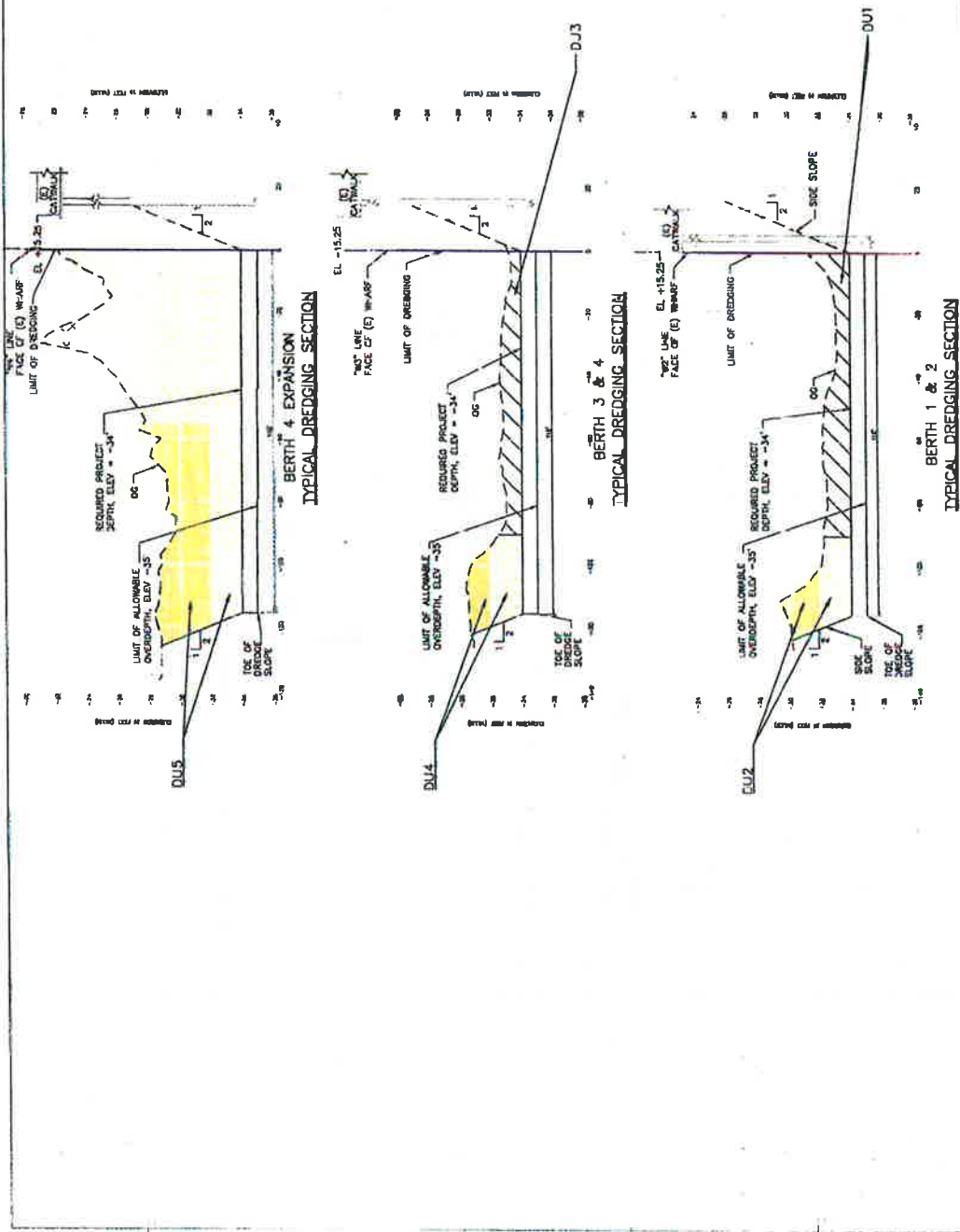
**PORT OF REDWOOD CITY  
UPLAND DISPOSAL SITE**

**SITE LOCATION**

IN: San Francisco Bay  
AT: Redwood Creek

APPLICANT: Port of Redwood City

# EXHIBIT E BCDC PERMIT NO. M1993.077.04



DATE: DECEMBER 2017  
 PURPOSE: MAINTENANCE DREDGING  
 DATUM: MLLW  
 CORPS FILE NO.: 2015-00088

PORT OF REDWOOD CITY  
 675 SEAPORT BLVD.  
 REDWOOD CITY, CA 94063

IF SHEET IS LESS THAN 22" X 34"  
 SCALE REDUCED ACCORDINGLY.

PORT OF REDWOOD CITY  
 BERTH 1-4 MAINTENANCE DREDGING  
 FIGURE 4 OF 4  
 TYPICAL SECTIONS

PERMITTED AND DREDGED BY USACE (MAINTENANCE DREDGING)  
 NEW WORK DREDGING  
 MAINTENANCE DREDGING

SCALE: 1" = 10'



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
(707) 428-2002  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

*GAVIN NEWSOM, Governor*  
*CHARLTON H. BONHAM, Director*



December 7, 2023

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

Dear Mr. Snaman:

**Extension of Lake or Streambed Alteration Agreement Notification No. 1600-2015-0199-R3, Port of Redwood City Wharves 1-4 Maintenance Dredging Project**

The California Department of Fish and Wildlife (CDFW) received your request to extend the above referenced Lake or Streambed Alteration Agreement (Agreement) and extension fee. CDFW hereby grants your request to extend the Agreement expiration from December 31, 2024 to December 31, 2029. All other conditions in the original Agreement remain in effect.

Copies of the original Agreement and this letter must be readily available at project work sites and must be presented when requested by a CDFW representative or other agency with inspection authority.

If you have questions regarding this letter, please contact Emily Galli, Environmental Scientist, at (707) 210-4531 or by e-mail at [Emily.Galli@wildlife.ca.gov](mailto:Emily.Galli@wildlife.ca.gov).

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Craig Weightman".

7988F6C4FDC24F2...

Craig Weightman  
Environmental Program Manager

Ec: CDFW  
Emily Galli, Environmental Scientist  
Bay Delta Region  
[Emily.Galli@wildlife.ca.gov](mailto:Emily.Galli@wildlife.ca.gov)

---

**CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION  
AND ORDER**

**Port of Redwood City Wharves Maintenance Dredging  
Redwood City, San Mateo County**

---

*Sent via electronic mail: No hard copy to follow*

**Effective Date:** June 26, 2023

**Place ID:** 757775

**WDID #:** 2 CW452327

**Corps File No:** 2015-00058

**Applicant:** Port of Redwood City  
Attn: Kristen Zortman  
675 Seaport Boulevard  
Redwood City, CA 94063  
Email: [kzortman@redwoodcityport.com](mailto:kzortman@redwoodcityport.com)

**Applicant's Agent:** Haley & Aldrich, Inc  
Attn: Scott Bodensteiner, Program Manager  
2033 N. Main Street, Suite 309  
Walnut Creek, CA 94596  
Email: [sbodensteiner@haleyaldrich.com](mailto:sbodensteiner@haleyaldrich.com)

**Water Board Staff:** Selina Louie  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
Phone: (510) 622-2383  
Email: [Selina.Louie@waterboards.ca.gov](mailto:Selina.Louie@waterboards.ca.gov)

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## **Certification and Order Coverage**

This Clean Water Act (CWA) section 401 Water Quality Certification (Certification) and Order (Order) is issued to Port of Redwood City (Permittee) for the Port of Redwood City Wharves Maintenance Dredging Project (Project).

In an email dated January 20, 2023, the Permittee submitted a Pre-Filing Meeting Request and a request for a multi-year certification to the San Francisco Bay Regional Water Quality Control Board verifying, that the project described below will not violate State water quality standards. In an email dated February 23, 2023, we notified the Permittee that it did not submit a Pre-Filing Meeting Request 30 days ahead of submitting the request for certification as required by 40 Code of Federal Regulation (CFR) Part 121. In evaluating the project, we determined a Pre-Filing Meeting was unnecessary.

We deemed the request invalid and incomplete in an email dated February 28, 2023. We deemed the request invalid because it did not include the required statements pursuant to 40 CFR Part 121. It was also incomplete because we did not receive an application fee for the project.

The application fee was received on March 24, 2023. The required statements were submitted in an email dated April 17, 2023. We deemed the request complete and valid on April 17, 2023. With an email dated June 16, 2023, a revised request was submitted to clarify the proposed beneficial reuse sites.

The Permittee has applied for a U.S. Army Corps of Engineers (USACE) individual permit (USACE File No. 2015-00058) authorizing multiple episodes over a 10-year period pursuant to CWA section 404 (33 USC 1344) and section 10 of the Rivers and Harbors Act of 1899 (33 USC 403).

### **A. Project Description**

The Project is located at Wharves 1, 2, 3, and 4 at the Port of Redwood City in Redwood City, California, in the tidal portion of Redwood Creek, on the western shoreline of south San Francisco Bay, at latitude 37.512381, longitude -122.211013 (Figure 1). Approximately 250,000 cubic yards (cy) will be dredged within the 7.0-acre footprint (Figure 2) by February 28, 2033. The footprint will be mechanically dredged via clamshell dredge to -34 feet Mean Lower Low Water, with an additional 1 foot of overdredge allowance.

The dredged sediment will be disposed or placed at a combination of aquatic disposal sites or approved beneficial reuse sites over the term of this Order based on suitability determinations through the Dredged Material Management Office (DMMO). The dredged sediment will be disposed based on its physical, chemical, and biological suitability for the dredge footprint and other technical, logistical, and cost practicability considerations. Disposal sites may include USACE-designated unconfined aquatic disposal locations within San Francisco Bay (henceforth referred to as in-Bay disposal), such as the Alcatraz Island Disposal Site (SF-11), and the San

Francisco Deep Ocean Disposal Site (SF-DODS). SF DODS is beyond the 3-mile offshore limit of Water Board jurisdiction and is regulated by the U.S. EPA, under the federal Marine Protection, Research and Sanctuary Act. The Permittee may also place dredged sediment at Cullinan Ranch Restoration Project (Cullinan), Montezuma Wetlands Restoration Project (Montezuma), or other approved beneficial reuse sites.

Should the Permittee place some or all of the dredged sediment at Cullinan, the dredged sediment will be transported to Cullinan in the San Pablo Bay National Wildlife Refuge by barge, where it will be beneficially reused to restore tidal wetlands for the endangered salt marsh harvest mouse and other species. Dredged sediment placement and management at Cullinan is regulated under Waste Discharge Requirements Order No. R2-2010-0108. All dredged sediment and any water entrained during dredging will be completely contained within the placement cell.

Should the Permittee place some or all of the dredged sediment at Montezuma, the dredged sediment will be transported to Montezuma in the Suisun Marsh by barge, where it will be beneficially reused to restore tidal marsh habitat for the endangered tern and salt marsh harvest mouse. Dredged sediment placement and management at Montezuma is regulated under Waste Discharge Requirements Order No. R2-2012-0087.

## **B. Disposal and Reuse of Dredged Sediment**

Prior to obtaining episode approvals for dredging events, the Permittee will need to submit annual Alternatives Analyses (AA) or Integrated Alternatives Analysis (IAA) pursuant to Clean Water Act (CWA) section 404(b)(1) that evaluates the feasibility of using a variety of dredged sediment disposal and/or reuse locations other than in-Bay disposal and seek to maximize beneficial reuse.

## **C. California Environmental Quality Act**

The Project is categorically exempt from the requirements of the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations (CCR), section 15304(g), minor alterations to land—maintenance dredging.

## **D. General Waste Discharge Requirements**

I, Eileen M. White, Executive Officer do hereby certify that any discharge from the Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law.

This discharge of dredged or fill material is also considered to be a discharge of waste to waters within the jurisdiction of the Water Board. Pursuant to Article 4 of Chapter 4, Division 7 of the California Water Code (Wat. Code §13260 *et seq.*), the Water Board must issue waste



discharge requirements for these discharges. Therefore, this Certification also enrolls the above referenced Project under the State Water Resources Control Board's Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification" (General Order). The only substantive requirement of the General Order is to comply with the limitations and monitoring requirements contained in this Certification. Fees paid to satisfy California Code of Regulations, title 23, section 3833(b) (fees associated with this Certification) shall also be deemed to satisfy fees required by the General Order.

## **E. Specific Certification Conditions**

The Water Board independently reviewed the Project record to analyze impacts to water quality and the environment and designated beneficial uses within the Project's watershed. CWA section 401 directs the agency responsible for certification to prescribe effluent limitations and other limitation necessary to ensure compliance with the CWA and with any other appropriate requirement of State law. Section 401 further provides that State certification conditions shall become conditions of any federal license or permit for the Project. The conditions of this Order must be met to ensure that the Project will comply with water quality standards, any applicable effluent limitations, standard of performance, prohibition, effluent standard, or pretreatment standard requirement pursuant to the CWA sections listed above and to ensure that the Project will comply with any other appropriate requirements.

### ***General Conditions***

1. Maintenance dredging shall be implemented in conformance with the Project Description provided in Section A above and all documents submitted with the request.  
Condition required pursuant to California Water Code (CWC) Section 13264; and CWA Section 401.
2. No overflow or decant water shall be discharged from any barge at any time.  
Condition required pursuant to State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); and Basin Plan Sections 3.3.12, 3.3.19, and 4.19.
3. During transportation from the dredging site to the disposal site, no dredged sediment shall be permitted to overflow, leak, or spill from barges, bins or dump scows.  
Condition required pursuant to State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); Basin Plan Sections 3.3.12, 3.3.19, and 4.19; CWC Section 13264; and CWA Section 401.
4. If the Permittee plans to conduct dredged sediment disposal in waters of the U.S. during the years 2023-2032, it must submit an evaluation of disposal sites pursuant to CWA section 404(b)(1). The Permittee may either submit an AA for each individual dredging episode or it may submit an IAA for a multi-year period of up to five years. If the Permittee intends to dredge in 2023, it must submit the AA or IAA at least 90 days prior to submitting an episode approval request. For future episodes, if an AA is submitted, the Permittee shall submit by January 31 each year it intends to dredge. Alternately, an

IAA may be submitted instead of an AA in any year. An IAA shall be submitted by January 31 in the year in which it will take effect and remain in effect for a maximum of 5 years. Upon expiration of an IAA, an AA shall be submitted annually by January 31 until another IAA becomes effective. The evaluations must include an analysis of the feasibility of at least the following beneficial reuse and disposal options, and any others that are potentially available at the time of the analysis:

- a. Tidal and sub-tidal habitat creation or restoration,
- b. Levee maintenance,
- c. Construction fill for grading,
- d. Open ocean disposal at SF-DODS, and
- e. Upland disposal

Condition required pursuant to State Board Resolution No. 68-16; 40 CFR Part 131.12 (a)(1); California Code of Regulations Title 23 (23 CCR) section 3861(d); Dredge and Fill Procedures section IV.A.21(dg) and B.4Appendix A, Subpart B, section 230.10(a); and Basin Plan section 4.23.4.

5. This Certification expires on February 28, 2033.

### ***Reporting and Monitoring***

6. Request for dredged sediment suitability determinations for each dredging episode must be coordinated through the DMMO, following applicable federal and State guidance on a tiered testing framework and on the preparation of reports.

Condition required pursuant to CWC Section 13267 and 33 CFR 332.4(a)(C)(4).

7. **Episode Approvals:** Dredging episodes, including knockdown events, must not commence until authorized in writing by Water Board staff. At least 20 days prior to a dredging episode, the Permittee must provide an episode approval request package to the Water Board. The package must include the following information specific to the episode:
  - a. Estimated volume of sediment (i) overlying the permitted depth, (ii) overdepth, and (iii) total volume to be dredged;
  - b. Areas to be dredged (include a map);
  - c. Proposed disposal and/or beneficial reuse placement sites;
  - d. Discussion on the sediment quality, explaining why the sediment is suitable for the proposed disposal and/or beneficial reuse placement sites;
  - e. If testing and analysis of the overlying sediment in the Project show elevated levels of contaminants that may pose a threat to aquatic life, include planned BMPs that will be used to prevent resuspended sediment from leaving the Project area (include map of where BMPs will be implemented); and
  - f. If testing and analysis of the z-layer in the Project show elevated levels of contaminants that may pose a threat to aquatic life, include a final plan, with

timeline, on actions and/or measures the Permittee will implement to prevent exposure of the contaminated z-layer to aquatic life post-dredging.

Condition required pursuant to CWC Section 13267 and 33 CFR 332.4(a)(C)(4).

8. **Post-Dredge Report:** The Permittee must provide an electronic copy of a post-dredge report to Water Board staff by February 14 each year for dredging performed the previous calendar year. The report may be submitted via email to [RB2-Dredgereports@waterboards.ca.gov](mailto:RB2-Dredgereports@waterboards.ca.gov). The report must contain the following information:

- a. Dredging dates;
- b. Post-dredge survey maps of the dredge footprint;
- c. Calculated final dredge volume;
- d. Placement location(s) of dredged sediment;
- e. Volume of dredged sediment placed at each placement location,
- f. As appropriate, a discussion on the actions and/or measures the Permittee implemented to prevent exposure of the contaminated z-layer to aquatic life post-dredging; and
- g. Should testing and analysis of the z-layer from the Project show elevated levels of contaminants that may pose a threat to aquatic life, the Permittee must coordinate with the DMMO on a suitable plan, with a timeline, on actions and/or measures it will implement to prevent exposure of the contaminated z-layer to aquatic life post dredging. This plan must be coordinated before the episode approval request package is submitted to the Water Board. The Permittee should review the Programmatic EFH Conservation Measures for the LTMS Program Agreed-upon by USACE, EPA, and NMFS dated June 9, 2011 for possible measures to implement.

If the Permittee does not dredge in a calendar year that an episode approval was issued, it must provide a letter to the Water Board by February 14 of the following calendar year certifying that it did not dredge the previous calendar year.

If the Permittee does not provide a Post-Dredge Report or a letter certifying that it did not perform the dredging episode as authorized by the episode approval the previous calendar year, the Water Board will use the volume proposed in the episode approval request to assess the annual fee and as appropriate, the monetary contribution to the Regional Monitoring Program for Trace Substances (RMP) in lieu of site-specific monitoring.

Condition required pursuant to CWC Section 13267; 33 CFR 332.4(a)(C)(4); and 33 CFR 332.6(a)(1).

9. **Monitoring Program:** The Permittee shall provide a technical report that documents monitoring efforts designed to evaluate the water quality impacts of the dredged sediment discharge on waters of the State, pursuant to California Water Code (Water Code) section 13267. Please be aware that this Condition is an order for a technical

report. The Water Board requires dischargers of waste materials to the Bay, including those who dispose of dredged sediment, to monitor the impacts of their discharges under Water Code section 13267. This monitoring provides necessary information about ambient Bay water quality and potential long-term impacts of dredged sediment disposal. In lieu of submitting a site specific report, the Permittee may elect to participate in the San Francisco Estuary RMP to fulfill this requirement. The RMP is a coordinated and comprehensive long-term monitoring program with the goal of monitoring water and sediment quality to provide the scientific foundation for managing and improving the health of the San Francisco Bay aquatic ecosystem. Additionally, the RMP provides for special and pilot studies of interest to program participants.

Since 1992, many Bay Area dischargers have decided to provide this information through the RMP, rather than through individual monitoring programs. The San Francisco Estuary Institute (SFEI), located in Richmond, administers the program with oversight by the Water Board. Dischargers may contribute money to the RMP, based on the RMP Dredger Fee Schedule Policy and any subsequent amendments, as approved by the RMP Steering Committee. The fees will be based on in-Bay dredge disposal volumes calculated using post-dredge survey results provided to the Water Board by the Permittee for each calendar year ending December 31. The Water Board recognizes payments to the RMP as fulfilling the requirement to provide information on water quality impacts under Water Code section 13267.

Condition required pursuant to CWC Section 13267; 33 CFR 332.4(a)(C)(4); and 33 CFR 332.6(a)(1).

### ***Administrative and General Compliance***

10. The Permittee or its representative shall notify Water Board staff immediately by telephone and e-mail whenever an adverse condition occurs due to this activity. An adverse condition includes, but is not limited to, a violation or threatened violation of conditions of this Order, or a release of petroleum products or toxic chemicals to waters of the State. Pursuant to Water Code section 13267, a written notification of adverse condition shall be submitted to the Water Board within 30 days of occurrence. The written notification shall identify the adverse condition, describe the action necessary to remedy the condition, and specify a timetable, subject to the modifications of the Water Board, for remedial actions.
11. In response to a suspected violation of any condition of this Order, the Water Board may require the Permittee to furnish, under penalty of perjury, any technical or monitoring reports the Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports (Water Code section 13267).
12. Failure to implement the Project as proposed is a violation of this Order. Any violation of 401 water quality certification conditions is subject to administrative civil liability pursuant to Water Code sections 13268 and 13350. Failure to meet any condition of this Certification may subject CCWD to civil liability imposed by the Water Board to a

maximum of \$5,000 per violation day for violations of Water Code section 13267 technical report requirements and \$5,000 per violation day or \$10 for each gallon of waste discharged in violation of this Certification.

13. Should new information come to our attention that indicates a water quality problem with this Project, the Water Board may issue Waste Discharge Requirements pursuant to 23 CCR section 3857.

### **Standard Conditions**

14. This Certification is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and 23 CCR section 3867.
15. This Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought

### **Fees**

16. Certification is conditioned upon total payment of the full fee required in State regulations (23 CCR section 3833). The application fee of \$2,734 for the Project was paid in full on March 23, 2023.
17. If the Permittee does not provide a Post-Dredge Report or a letter certifying that it did not perform the dredging episode as authorized by the episode approval the previous calendar year, the Water Board will use the volume proposed in the episode approval request to assess the annual fee and as appropriate, the monetary contribution to the RMP in lieu of site-specific monitoring.
18. Annual fees are required and will be invoiced annually for the previous fiscal year until the Project is complete or when the Certification expires on February 28, 2033.

In addition to the information noted above, Conditions 1 through 5 are individually required to ensure compliance with narrative water quality objectives in the Basin Plan, the state anti-degradation policy (State Water Board Resolution No. 68-16), the California Wetlands Conservation Policy (Executive Order W-59-93, Basin Plan Chs. 4 and 5), Regional Water Board policies for the protection of wetlands and waters (Basin Plan Ch. 4, including Ch. 4.23), and State Water Board Resolution No. 2019-0015.

The Conditions above are individually authorized as noted above and by 23 CCR Sections 3838 and 3859 and CWC Div. 7, Ch. 4, Article 4, Waste Discharge Requirements.

If you have any questions concerning this Order, please call Selina Louie, of my staff, at (510) 622-2383 or send her an email at [Selina.Louie@waterboard.org](mailto:Selina.Louie@waterboard.org).

I, Eileen M. White, do hereby order that the Permittee comply with the above Conditions of this Order.

---

Eileen M. White  
Executive Officer

Attachments:

Figure 1. Location Map

Figure 2. Dredge Footprint

cc w/attachments (all via email):

SFBRWQCB (Victor Aelion, [Victor.Aelion@Waterboards.ca.gov](mailto:Victor.Aelion@Waterboards.ca.gov))

SWRCB, DWQ ([Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov))

BCDC, San Francisco, CA (Brenda Goeden, [Brenda.Goeden@bcdc.ca.gov](mailto:Brenda.Goeden@bcdc.ca.gov) / Pascale Soumoy, [Pascale.Soumoy@bcdc.ca.gov](mailto:Pascale.Soumoy@bcdc.ca.gov) / Jaime Lopez, [Jaime.Lopez@bcdc.ca.gov](mailto:Jaime.Lopez@bcdc.ca.gov))

CSLC, Sacramento, CA (Christopher Huitt, [Christopher.Huitt@slc.ca.gov](mailto:Christopher.Huitt@slc.ca.gov) / Marlene Schroeder, [Marlene.Schroeder@slc.ca.gov](mailto:Marlene.Schroeder@slc.ca.gov) )

CDFW, Santa Rosa, CA (Arn Aarreberg, [Arn.Aarreberg@wildlife.ca.gov](mailto:Arn.Aarreberg@wildlife.ca.gov) / James Hansen, [James.Hansen@wildlife.ca.gov](mailto:James.Hansen@wildlife.ca.gov))

CDFW, Fairfield, CA (Melanie Day, [Melanie.Day@wildlife.ca.gov](mailto:Melanie.Day@wildlife.ca.gov) / Alicia Bird, [Alicia.Bird@wildlife.ca.gov](mailto:Alicia.Bird@wildlife.ca.gov))

NOAA, Santa Rosa, CA (Gary Stern, [Gary.Stern@noaa.gov](mailto:Gary.Stern@noaa.gov) /

Sara Azat, [Sara.Azat@noaa.gov](mailto:Sara.Azat@noaa.gov) / Joseph Dillion, [Joseph.J.Dillon@noaa.gov](mailto:Joseph.J.Dillon@noaa.gov))

USACE, San Francisco, CA (Jessica Vargas, [Jessica.M.Vargas@usace.army.mil](mailto:Jessica.M.Vargas@usace.army.mil) / Melissa France, [Melissa.M.France@usace.army.mil](mailto:Melissa.M.France@usace.army.mil))

USEPA, San Francisco, CA (Jennifer Siu, [Siu.Jennifer@epa.gov](mailto:Siu.Jennifer@epa.gov))

USFWS, Sacramento. CA (Ryan Olah, [ryan\\_olah@fws.gov](mailto:ryan_olah@fws.gov) )

Haley & Aldrich, Inc, Walnut Creek, CA (Scott Bodensteiner, [sbodensteiner@haleyaldrich.com](mailto:sbodensteiner@haleyaldrich.com))

Figure 1. Location Map

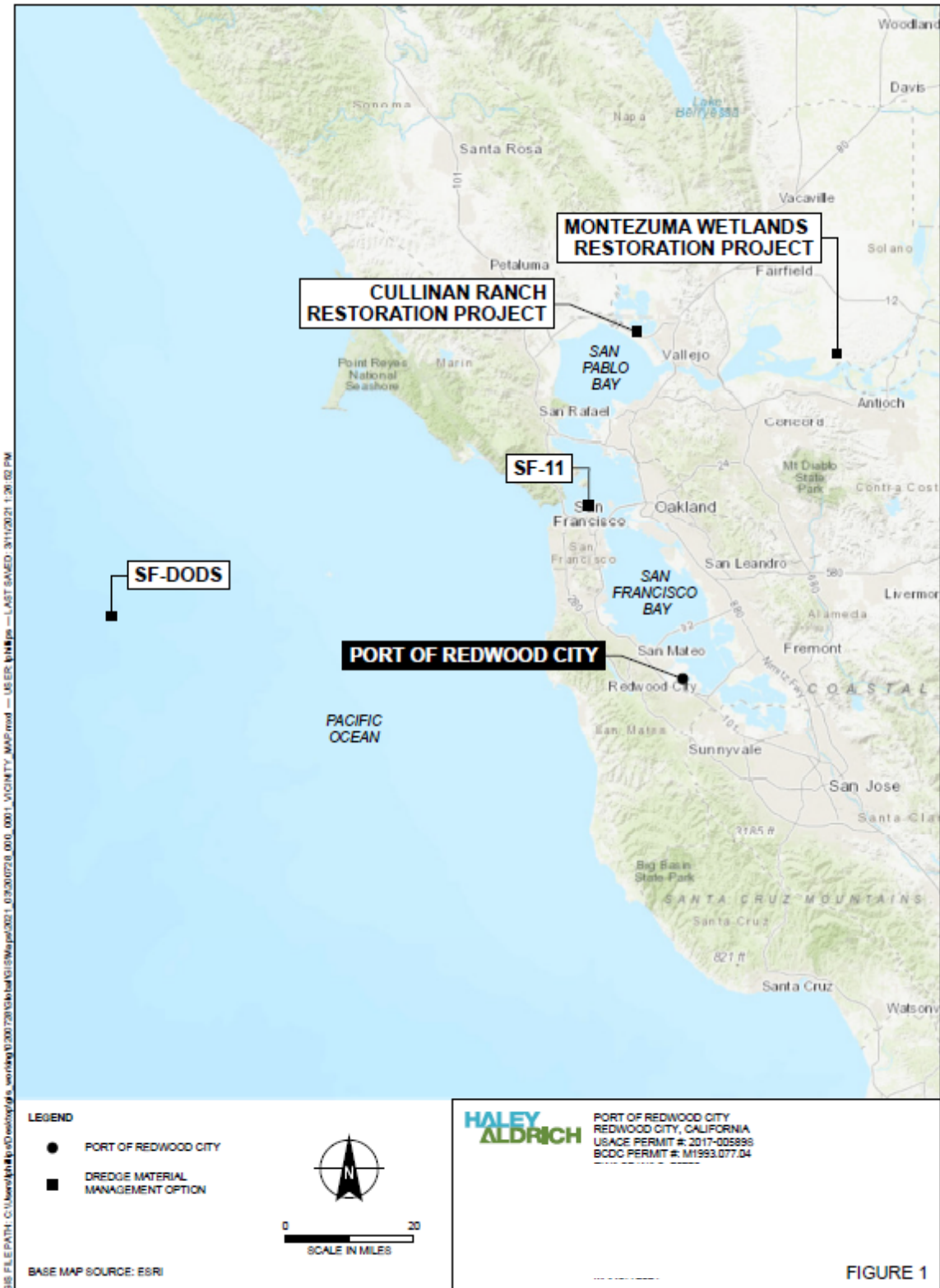
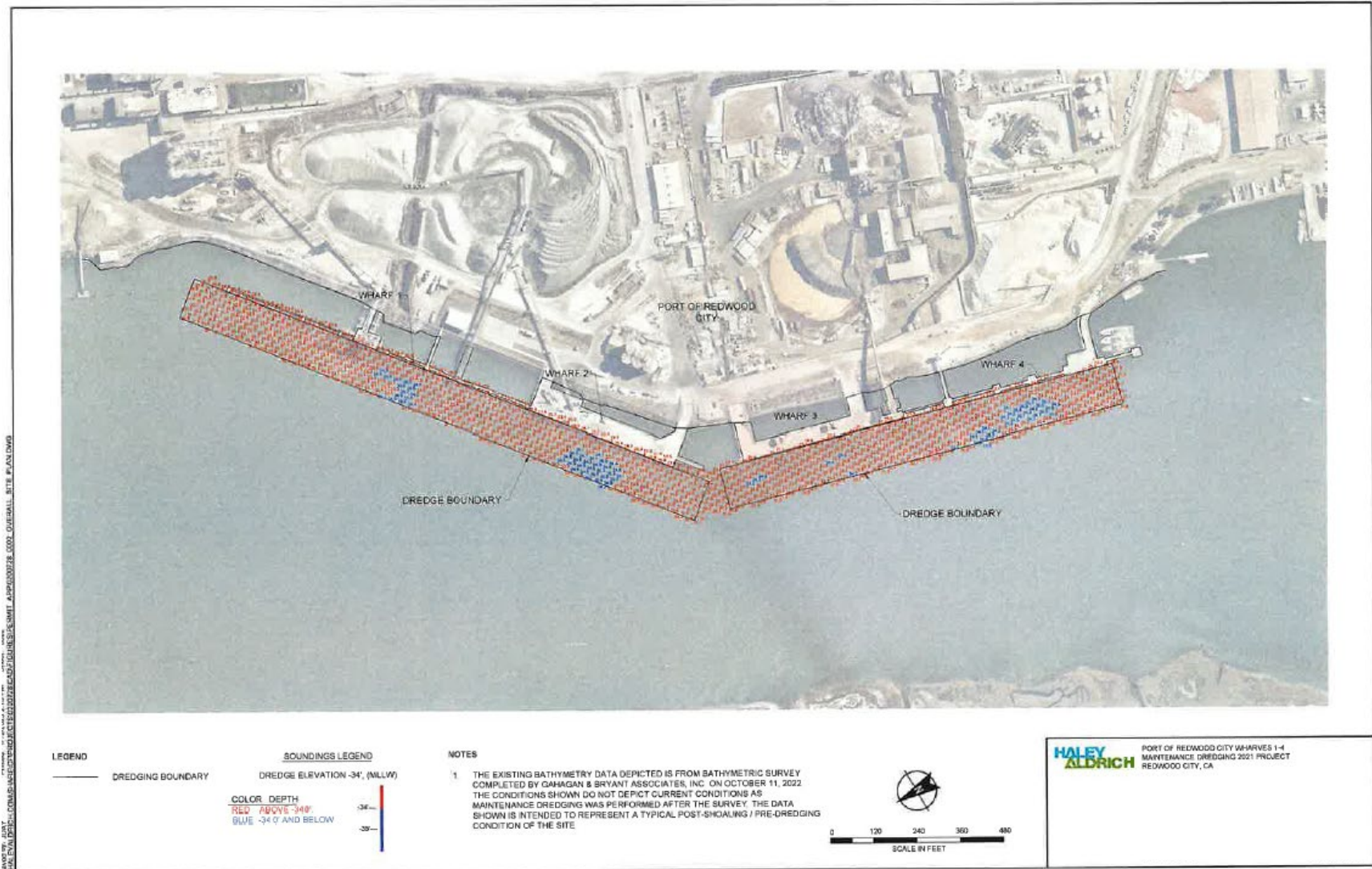




Figure 2. Dredge Footprint



PROJECT: PORT OF REDWOOD CITY WHARVES 1-4 MAINTENANCE DREDGING 2021 PROJECT  
 DRAWING: DREDGING BOUNDARY AND SOUNDINGS  
 DATE: 11/15/2022  
 DRAWN BY: J. BRYANT  
 CHECKED BY: J. BRYANT  
 APPROVED BY: J. BRYANT





**DEPARTMENT OF THE ARMY**  
SAN FRANCISCO DISTRICT, CORPS OF ENGINEERS  
1455 MARKET STREET, 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94103-1398

October 5, 2018

Regulatory Division

Subject: File No. 2017-00589S; Port of Redwood City New-Work Dredging Project; Final Transmittal of Individual Permit

Mr. Don Snaman  
Port of Redwood City  
675 Seaport Boulevard  
Redwood City, California 94063

Dear Mr. Snaman:

Enclosed is your signed copy of a Department of the Army permit (Enclosure 1) for the new-work dredging of the berthing area at Berths 1 - 4 at the Port of Redwood City located in Redwood City, San Mateo County, California. The enclosed copy of the Department of the Army Permit will authorize the removal of an estimated 21,495 cubic yards of sediment from the new-work dredging footprint at Berths 1 - 4 at the Port of Redwood City.

Please complete the appropriate parts of the "Project Status" form (Enclosure 2) for each episode, and return them to this office. You are responsible for ensuring that the contractor (or workers) executing the activity authorized herein is knowledgeable with the terms and conditions of this authorization.

**Be advised that your signed permit will NOT be an authorization to proceed. You must first fulfill the requirements of Special Permit Conditions 8a, 8b, 8c and 8d on pages 2B and 2C. The conditions are for the submittal, to this office for approval, of a dredge operations plan, a before-dredge survey and a solid-debris management plan. Once these items have been submitted and approved, by this office, you will receive written authorization to commence your work. It is important that all the information requested in the above-mentioned Special Conditions is submitted as specified or the submittal might be considered incomplete. An incomplete submittal can be returned for completion, causing delays to your project. You are also responsible for all other general and special conditions contained in your permit.**

If you have any questions please call Jessica Vargas of our staff at (415) 503-6806 or e-mail to Jessica.M.Vargas@usace.army.mil. If you wish to write, please address all correspondence to Jessica Vargas, Operations and Readiness Division at the above letterhead address and refer to the file number at the head of this letter.

Sincerely,

MAZZA.JAMES  
.C.1365058560

Digitally signed by  
MAZZA.JAMES.C.1365058560  
DN: c=US, o=U.S. Government, ou=DoD,  
ou=PNL, ou=USA,  
cn=MAZZA.JAMES.C.1365058560  
Date: 2018.10.05 09:08:12 -0700

Travis J. Rayfield  
Lieutenant Colonel, US Army  
District Engineer

Enclosures

Copies Furnished (electronically):

Boudreau Associates LLC, Attn: Christine Boudreau (cboudreau@boudreaulc.com)  
US EPA, San Francisco, CA, Attn: Jennifer Siu (Siu.Jennifer@epa.gov)  
CA BCDC, San Francisco, CA, Attn: Brenda Goeden (brenda.goeden@bcdca.gov)  
CA RWQCB, Oakland, CA, Attn: Beth Christian (Elizabeth.Christian@waterboards.ca.gov)  
CA DFW, Santa Rosa, CA, Attn: Arn Aarreberg (Arn.Aarreberg@wildlife.ca.gov)  
US NMFS, Santa Rosa, CA, Attn: Sara Azat (sara.azat@noaa.gov)  
OSHA, Oakland, CA, Attn: Amber Rose (Rose.Amber@dol.gov)  
USCG, San Francisco, CA Attn: Scott Humphrey (scott.humphrey@uscg.mil)

## DEPARTMENT OF THE ARMY PERMIT

**PERMITTEE:** Port of Redwood City

**PERMIT NO.:** 2017 – 00589S

**ISSUING OFFICE:** San Francisco District, U.S. Army Corps of Engineers (USACE)

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate District or Division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below:

### PROJECT DESCRIPTION:

The permittee is authorized to remove approximately 21,495 cubic yards (cys) of sediment from the Port of Redwood City, over the life of the permit, from the 1.26-acre new-work dredge footprint (approximately) at Berths 1 - 4 in the city of Redwood City, San Mateo County, California. The permitted project design depth within the new-work dredge footprint is -34 feet mean lower low water (MLLW) plus an additional 1-foot overdepth allowance. The dredged material would be removed using a mechanical clamshell or excavator dredge. The dredged material would be transported to an appropriate disposal site by dredged material scows pushed or towed by tug boats. The permittee is hereby authorized to place suitable dredged material at the San Francisco Deep Ocean Disposal Site (SF-DODS), an appropriate in-Bay disposal site, a permitted beneficial reuse site, or at an appropriate upland disposal location outside Corps jurisdiction. All work shall be conducted in accordance with the attached drawings entitled, "Applicant: Port of Redwood City, Project: New-Work Dredging Project, Location: Port of Redwood City, 675 Seaport Boulevard, Redwood City, San Mateo County, California, Corps File No.: 2017-00589S, Date: March 6, 2018," in four (4) sheets (Attachment 1).

Prior to each dredging episode, the Dredge Material Management Office (DMMO) will evaluate the sediments to be dredged for disposal or reuse suitability. The DMMO includes representatives from the U.S. Environmental Protection Agency, San Francisco Bay Conservation and Development Commission (BCDC), San Francisco Bay Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers (USACE). The DMMO is tasked with approving sampling and analysis plans in conformity with testing manuals, reviewing the test results and reaching consensus regarding a suitable disposition for the material.

**PROJECT LOCATION:** Port of Redwood City, Redwood City, San Mateo County, California.

### GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on **December 31, 2022**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as Special Conditions to this permit. (*Conditional Water Quality Certification for Maintenance Dredging at the Port of Redwood City, issued by the Regional Water Quality Control Board, San Francisco Bay Region, under CIWQS Place No. 757775 on July 27, 2018.*)

6. If a conditioned coastal zone consistency concurrence or determination has been issued for your project, you must comply with the conditions specified in the concurrence or determination as Special Conditions to this permit. (*Conditioned Coastal Zone Consistency Determination for the Port of Redwood City Maintenance Dredging Project issued by the S.F. Bay Conservation and Development Commission (BCDC), Permit No. M93-77, issued April 14, 1994, Amendment No. 4, Amended Through October 3, 2018.*)

7. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the Terms and Conditions of your permit.

8. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration (Section 10 only).

#### **SPECIAL CONDITIONS:**

**1. All dredging operations shall be limited to September 1 through November 30 each year as proscribed in the letter provided by the National Marine Fisheries Service (NMFS) entitled, "Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Port of Redwood City Berths 1-4 Dredging Project in San Mateo County, California (Corps File No. 2017-00589S)," dated September 7, 2018 (Attachment 2).**

**2. The National Marine Fisheries Service (NMFS) concurred with the determination that the project was not likely to adversely affect steelhead (*Oncorhynchus mykiss*), Chinook salmon (*Oncorhynchus tshawytscha*) and green sturgeon (*Acipenser medirostris*) and designated critical habitat for these species. This concurrence was premised, in part, on the NMFS concurrence letter dated September 7, 2018 (Attachment 2). The concurrence letter, including any mitigating measures mentioned, are incorporated as special conditions to this authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.**

**3. Additional Standard DMMO Conditions for dredging projects are found on pages 2A-2D of this permit, and shall be adhered to at all times.**

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). Section 10 of the Rivers and Harbors Act generally regulates all structures and work occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce. The term "structure" includes, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island or reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, or any other obstacle or obstruction. The term "structure" does **not** include bridges and causeways constructed in or over navigable or tidal waters of the United States, since this regulatory responsibility has been delegated to the U.S. Coast Guard under the Department of Transportation Act of 1966 (Pub. L. No. 89-670). The term "work" includes, without limitation, any dredging or disposal of dredged material, filling, or other modification of a navigable water of the United States.

(X) Section 404 of the Clean Water Act (33 U.S.C. § 1344). Section 404 of the Clean Water Act generally regulates all discharges of dredged or fill material occurring below the plane of ordinary high water in non-tidal waters of the United States; or below the high tide line in tidal waters of the United States; and within the lateral extent of wetlands adjacent to these waters. Waters of the United States generally include the territorial seas; all traditional navigable waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including waters subject to the ebb and flow of the tide; wetlands adjacent to traditional navigable waters; non-navigable tributaries of traditional navigable waters that are relatively permanent, where the tributaries typically flow year-round or have continuous flow at least seasonally; and wetlands directly abutting such tributaries. Where a case-specific analysis determines the existence of a "significant nexus" effect with a traditional navigable water, waters of the United States may also include non-navigable tributaries that are not relatively permanent; wetlands adjacent to non-navigable tributaries that are not relatively permanent; and wetlands adjacent to but not directly abutting a relatively permanent non-navigable tributary. The term "dredged material" means material that is excavated or dredged from waters of the United States. The term "fill material" means material placed in waters of the United States where the material has the effect of replacing any portion of a water of the United States with dry land or of changing the bottom elevation of any portion of a water of the United States. Examples of such fill material include, but are not limited to, rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mining or other excavation activities, and materials used to create any structure or infrastructure in waters of the United States. The term "fill material" does not include trash or garbage.

(X) Section 103 of the Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. § 1413). Section 103 of the Marine Protection, Research, and Sanctuaries Act generally regulates the transport of dredged material for the purpose of disposal in ocean waters. Ocean waters is defined as those waters of the open seas lying seaward of the base line from which the territorial seas is measured, as defined in the Convention of the Territorial Sea and the Contiguous Zone (15 UST 1606; TIAS 5639).

2. Limits of this authorization:
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 C.F.R. Section 325.7 or enforcement procedures such as those contained in 33 C.F.R. Sections 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the Terms and Conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 C.F.R. Section 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

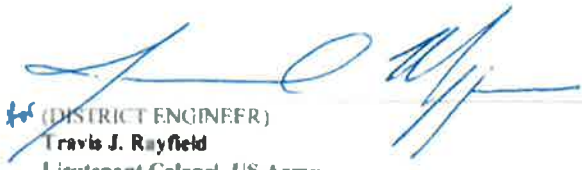
Your signature below, as permittee, indicates that you accept and agree to comply with the Terms and Conditions of this permit.



(PERMITTEE)  
**Don Snaman**  
**Port of Redwood City**

OCTOBER 4, 2018  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(DISTRICT ENGINEER)  
**Travis J. Rayfield**  
**Lieutenant Colonel, US Army**  
**District Engineer**

05 OCT 2018  
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)

**PROJECT STATUS**

Please use the forms below to report the dates when you start and finish the work authorized by the referenced permit. Also if you suspend work for an extended period of time, use the forms below to report the dates you suspended and resumed work. If you find that you cannot complete the work within the time granted by the permit, please apply for a time extension at least one month before your permit expires. If you materially change the plan or scope of the work, it will be necessary for you to submit new drawings and a request for a modification of your permit.

(cut as needed) -----  
Date: \_\_\_\_\_

**NOTICE OF COMPLETION OF WORK** under Department of the Army Permit No. 2017-00589S  
**TO:** Mark D'Avignon, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2017-00589S, this is to notify you that work was completed on \_\_\_\_\_.

Permittee: Port of Redwood City  
Address: 675 Seaport Blvd, Redwood City, California 94063

(cut as needed) -----  
Date: \_\_\_\_\_

**NOTICE OF RESUMPTION OF WORK** under Department of the Army Permit No. 2017-00589S  
**TO:** Mark D'Avignon, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2017-00589S, this is to notify you that work was resumed on \_\_\_\_\_.

Permittee: Port of Redwood City  
Address: 675 Seaport Blvd, Redwood City, California 94063

(cut as needed) -----  
Date: \_\_\_\_\_

**NOTICE OF SUSPENSION OF WORK** under Department of the Army Permit No. 2017-00589S  
**TO:** Mark D'Avignon, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2017-00589S, this is to notify you that work was suspended on \_\_\_\_\_.

Permittee: Port of Redwood City  
Address: 675 Seaport Blvd, Redwood City, California 94063

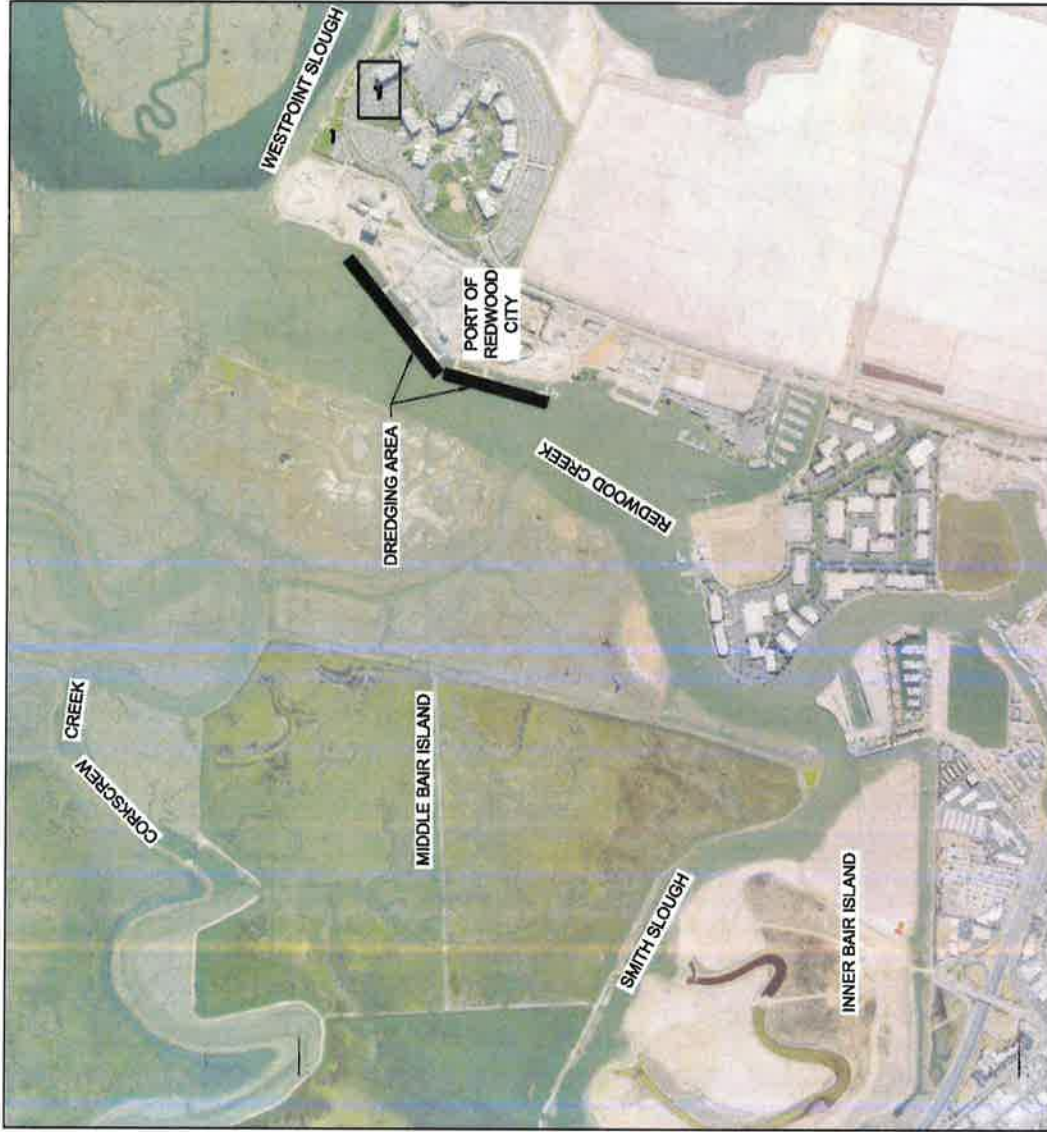
(cut as needed) -----  
Date: \_\_\_\_\_

**NOTICE OF COMMENCEMENT OF WORK** under Department of the Army Permit No. 2017-00589S  
**TO:** Mark D'Avignon, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

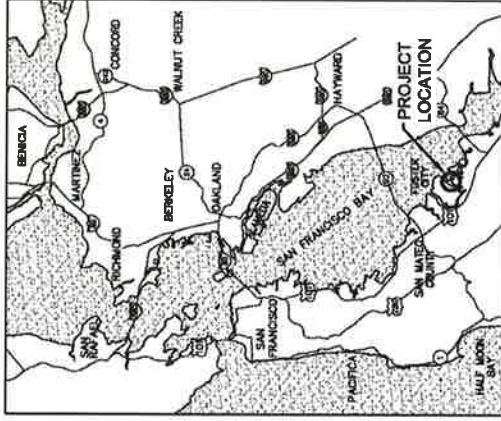
In compliance with the conditions of Permit No. 2017-00589S, this is to notify you that work commenced on \_\_\_\_\_.

Permittee: Port of Redwood City  
Address: 675 Seaport Blvd, Redwood City, California 94063





**OVERALL SITE PLAN**  
N.T.S.



**VICINITY MAP**  
N.T.S.

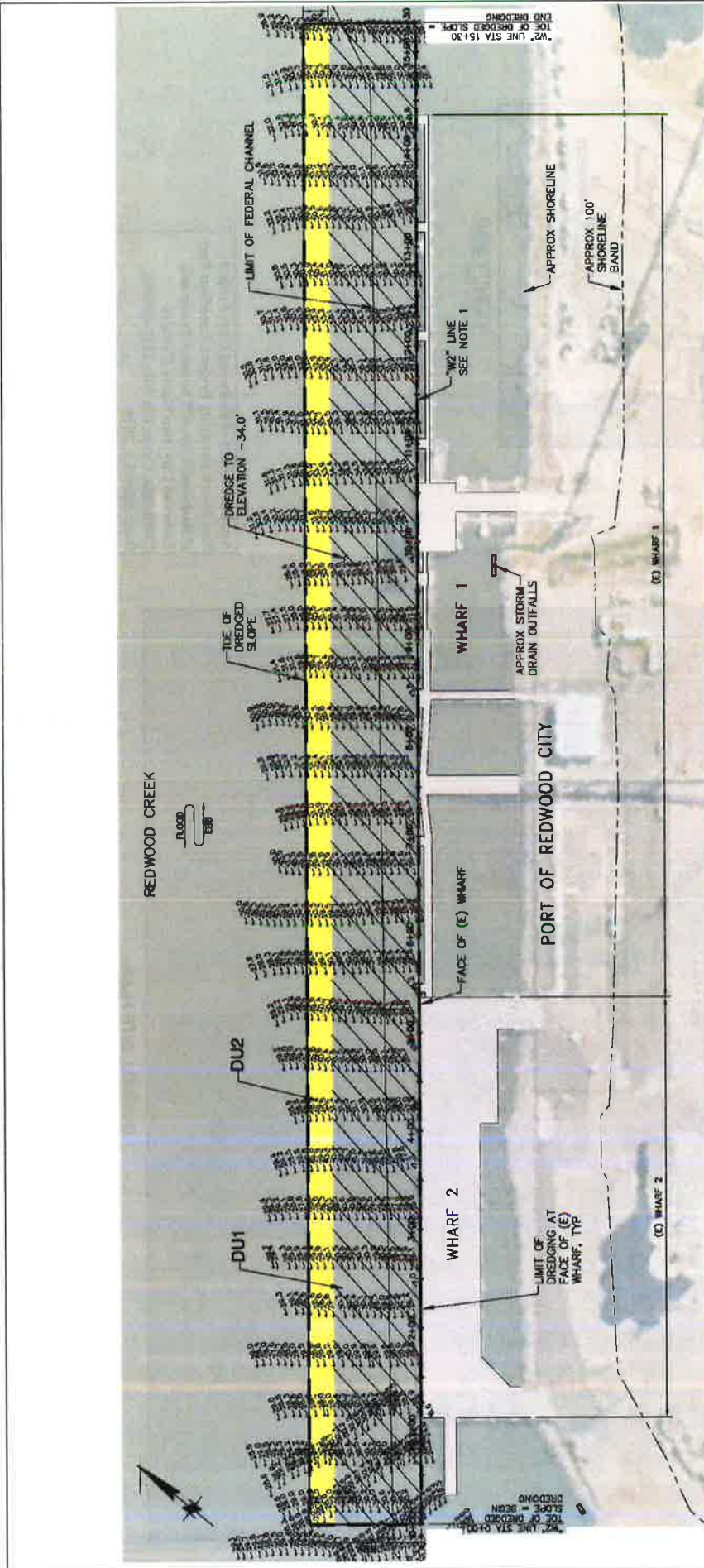
**Applicant: Port of Redwood City, Project:  
New-Work Dredging Project, Location: Port  
of Redwood City, 675 Seaport Boulevard,  
Redwood City, San Mateo County,  
California, Corps File No.: 2017-00589S,  
Date: March 6, 2018**

IF SHEET IS LESS THAN 22" x 34"  
IT IS A REDUCED PRINT -  
SCALE REDUCED ACCORDINGLY.

DATE: DECEMBER 2017  
PURPOSE: MAINTENANCE DREDGING  
DATUM: MLLW  
CORPS FILE NO.: 2015-00058S

PORT OF REDWOOD CITY  
675 SEAPORT BLVD  
REDWOOD CITY, CA 94063

PORT OF REDWOOD CITY  
BERTH 1-4 MAINTENANCE DREDGING  
FIGURE 1 OF 4  
VICINITY & LOCATION MAPS



PLAN  
SCALE: 1" = 50'

- LEGEND
- APPROX DREDGING AREA
  - EXISTING WHARF/CATWALK
  - BERTH EXPANSION AREA
  - PORT MAINTENANCE DREDGING AREA

NOTES:

1. "W2" LINE IS APPROX ALONG THE FACE OF EXISTING WHARF
2. STATION 0+00 ALONG "W2" LINE HAS THE FOLLOWING COORDINATES: N 2075863.51, E 5068474.16

Applicant: Port of Redwood City, Project:  
New-Work Dredging Project, Location: Port  
of Redwood City, 675 Seaport Boulevard,  
Redwood City, San Mateo County,  
California, Corps File No.: 2017-00589S,  
Date: March 6, 2018



KEY MAP  
NTS



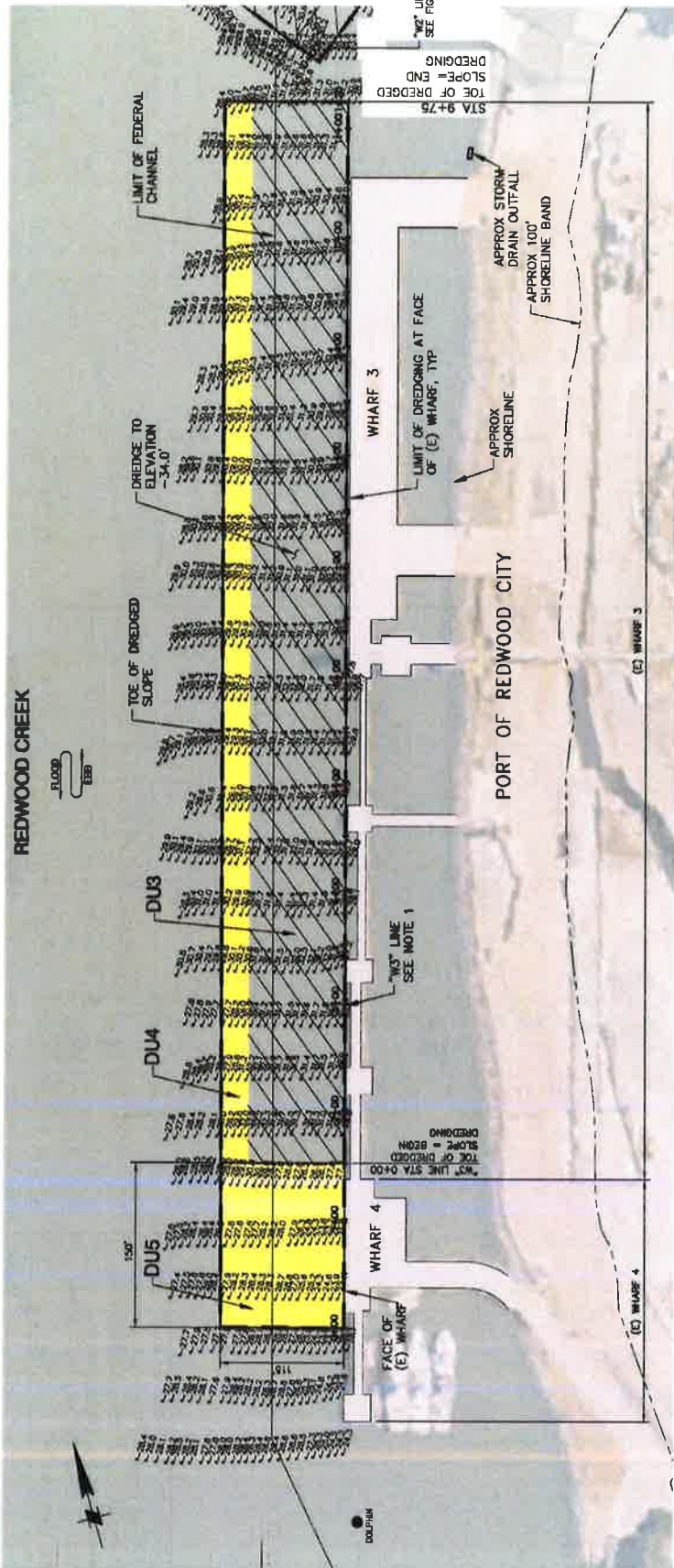
DATE: DECEMBER 2017  
PURPOSE: MAINTENANCE DREDGING  
DATUM: MLLW  
CORPS FILE NO.: 2015-00658S

PORT OF REDWOOD CITY  
675 SEAPORT BLVD  
REDWOOD CITY, CA 94063

PORT OF REDWOOD CITY  
BERTH 1-4 MAINTENANCE DREDGING  
FIGURE 2 OF 4  
DREDGING PLAN 1

IF SHEET IS LESS THAN 22" X 34"  
IT IS A REDUCED PRINTING  
SCALE. REDUCED PRINTING IS NOT  
FOR CONSTRUCTION.





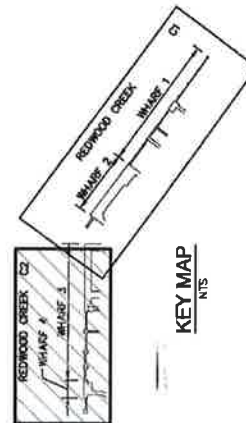
**PLAN**  
SCALE: 1" = 50'

- LEGEND:**
- APPROX DREDGING AREA
  - EXISTING WHARF/CAWALK
  - BERTH EXPANSION AREA
  - PORT MAINTENANCE DREDGING AREA

**NOTES:**

1. "WOT" LINE IS APPROX ALONG THE FACE OF EXISTING WHARF.
2. STATION GRID ALONG "WOT" LINE HAS THE FOLLOWING COORDINATES: N 2012476202, E 8066192288.

Applicant: Port of Redwood City, Project:  
New-Work Dredging Project, Location: Port  
of Redwood City, 675 Seaport Boulevard,  
Redwood City, San Mateo County,  
California, Corps File No.: 2017-00589S,  
Date: March 6, 2018

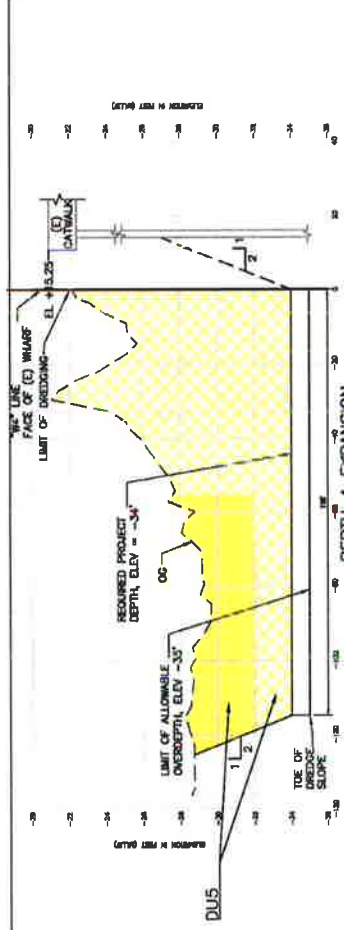


**KEY MAP**  
NTS

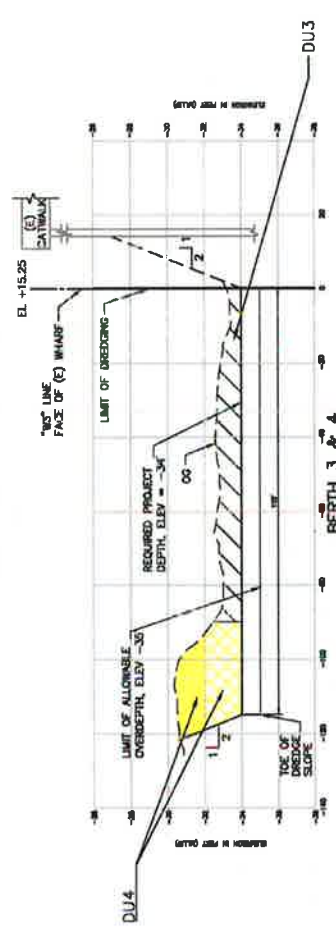


IF SHEET IS LESS THAN 22" X 34"  
IT IS A REDUCED PRINT -  
SCALE REDUCED ACCORDINGLY.

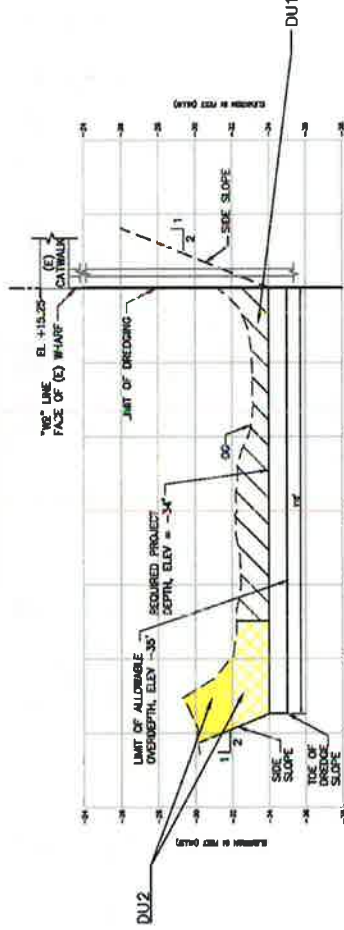
DATE: DECEMBER 2017 PURPOSE: MAINTENANCE DREDGING DATUM: MLLW CORPS FILE NO.: 2015-00058S	PORT OF REDWOOD CITY 675 SEAPORT BLVD REDWOOD CITY, CA 94063	PORT OF REDWOOD CITY BERTH 1-4 MAINTENANCE DREDGING FIGURE 3 OF 4 DREDGING PLAN 2
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TYPICAL DREDGING SECTION  
BERTH 4 EXPANSION



TYPICAL DREDGING SECTION  
BERTH 3 & 4



TYPICAL DREDGING SECTION  
BERTH 1 & 2

Applicant: Port of Redwood City, Project:  
New-Work Dredging Project, Location: Port  
of Redwood City, 675 Seaport Boulevard,  
Redwood City, San Mateo County,  
California, Corps File No.: 2017-00589S,  
Date: March 6, 2018



PERMITTED AND DREDGED BY USAGE (MAINTENANCE DREDGING)  
NEW WORK DREDGING  
MAINTENANCE DREDGING

DATE: DECEMBER 2017  
PURPOSE: MAINTENANCE DREDGING  
DRAWING: MILLW  
CORPS FILE NO.: 2015-00058S

PORT OF REDWOOD CITY  
675 SEAPORT BLVD  
REDWOOD CITY, CA 94063

PORT OF REDWOOD CITY  
BERTH 1-4 MAINTENANCE DREDGING  
FIGURE 4 OF 4  
TYPICAL SECTIONS

IF SHEET IS LESS THAN 22" X 34"  
IT SHALL BE PRINTED AND  
SCALE REDUCED ACCORDINGLY.

STANDARD DMMO CONDITIONS TO PERMIT NUMBER 2017-00589S

1. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
2. You must have a copy of this permit available on the vessel used for the authorized transportation and disposal of dredged material.
3. You must advise this office as per Special Condition 12, on page 2C, **before** you start dredging activities under the authorization of this permit.
4. To provide notification of activities affecting navigation, the permittee shall provide the following information by fax, e-mail or standard mail to the contact listed below **at least two weeks before commencing work**:
  - a. Name and telephone number of the dredge and or project manager.
  - b. Size and placement of any floating construction equipment.
  - c. Radio telephone frequencies and call signs of any marine equipment.
  - d. Anticipated work start and completion dates.

Commander (dpw)  
11<sup>th</sup> Coast Guard District  
Coast Guard Island, Bldg 50-3  
Alameda, California 94501-5100

POC:  
Local Notice to Mariners  
Waterways Management Branch  
PH: 510-437-2980  
FAX: 510-437-5836  
E-MAIL: D11LNM@uscg.mil

5. The Coast Guard Captain of the Port of San Francisco Bay may require modifications to marine construction equipment deployment or mooring systems to safeguard navigation while work is in progress.
6. All vessels operated for disposal of dredged material are required to participate in the Coast Guard's Vessel Traffic Control Service (VTS). Five minutes before each departure, the permittee shall notify the VTS by radio, via Channel 14, of the following: The name of vessel; time of departure from dredge site; and time of departure from disposal site.
7. When utilizing the Alcatraz Disposal Site (SF-11), the permittee shall dispose of all dredged material within a circular area of radius 1000 feet with center located at latitude 37°49'17"N; longitude 122°25'23"W. The specific location within the disposal area will be determined by the District Engineer upon approval of the Dredge Operation Plan (see below).
8. The permittee shall submit the following reports for review and comment to:

U.S. Army Corps of Engineers, San Francisco District  
Operations and Readiness Division  
Attn: Jessica Vargas  
1455 Market Street, 16<sup>th</sup> Floor  
San Francisco, California 94103-1398

a. **Dredge Operation Plan:** Submit, for approval by this office, no earlier than 60 calendar days and no later than 20 calendar days before the proposed commencement of dredging, a plan which includes the following: **Corps permit number, dredge episode number**, a copy of the dredging contract or description of the work under which the contractor will do the permitted work; name and telephone numbers of the dredging contractor's representative on site; dredging start and completion dates; names of vessel; dump scow numbers or identification; bin or barge capacities; identification of work as either maintenance dredging or new dredging; discussion of proposed dredging procedures, as governed under Special Condition No. 11, with detailed drawings or specifications of the grid or centrifugal pump system; quantity of material to be removed; dredging design depth and typical cross section including overdepth; and date of last dredging episode and design depth. The Dredge Operational Plan shall also provide the following information:

- 1) The controls being established to insure that dredging operations occur within the limits defined by the channel dimensions and typical channel section. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3) below.
- 2) The controls being established to insure that disposal of the dredged material at the disposal site is at the assigned location and depth. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3) below.
- 3) Method of determining electronic positioning of dredge or dump scow during entire dredging operation at dredge site, disposal site and en route to and from disposal site.

**Please note that failure to provide all of the above information may result in delays to your project. When your Dredge Operation Plan has been approved, you will receive a written authorization to commence with your project.**

b. **Pre-Dredge Survey:** Submit no earlier than 60 calendar days and no later than 20 calendar days before commencement of dredging, a survey with accuracy to one-tenth foot that delineates and labels the following: areas to be dredged with overdepth allowances; existing depths; estimated quantities to be dredged for the project; and estimated quantities for overdepth. **All surveys shall be signed by the permittee to certify their accuracy. Please include the Corps permit number and dredge episode number.**

**Please note that failure to provide all the above information may result in delays to your project.**

c. **Solid Debris Management Plan:** Submit no earlier than 60 calendar days and no later than 20 calendar days before commencement of work, a plan which describes measures to ensure that solid debris generated during any authorized demolition or construction operation is retained and properly disposed in areas not under Corps jurisdiction. **At a minimum, the plan shall include the following: source and expected type of debris; debris retrieval method; Corps permit number and dredge episode number; disposal method and site; schedule of disposal operations; and debris containment method to be used, if floatable debris is involved.**

**Please note that failure to provide all the above information may result in delays to your project.**

d. **Post-Dredge Survey:** Submit, **within 30 days of the last disposal activity** ("last" is defined as that activity after which no further activity occurs for 15 calendar days), a survey with accuracy to one-tenth foot that delineates and labels the areas dredged and the dredged depths. **Also, include the Corps permit number, dredge episode number, dates of dredging commencement and completion, actual quantities dredged for the project, and actual quantities of overdepth.** The permittee shall substantiate the total quantity dredged by including calculations used to determine the volume difference (in cubic yards) between the Pre- and Post-Dredge Surveys and **explain any variation in quantities greater than 15% beyond estimated quantities or dredging**

**deeper than is permitted (design plus overdepth allowance). All surveys shall be accomplished by a licensed surveyor and signed by the permittee to certify their accuracy.** A copy of the post dredge survey should be sent to the National Ocean Service for chart updating:

NOAA/National Ocean Service,  
Nautical Data Branch  
N/CS26, SSMC3, Room 7230  
1315 East-West Highway  
Silver Spring, Maryland 20910-3282.

9. Disposal Site Verification Log (DSVL): Submit on a weekly basis by noon Monday, the log (downloadable from <http://www.spn.usace.army.mil/Portals/68/docs/Dredging/guidance/document2010-09-07-132110.pdf>) that enumerates work accomplished during the preceding week. Mail to:

U.S. Army Corps of Engineers, San Francisco District  
Attn: Shelah Sweatt  
1455 Market Street, 16<sup>th</sup> Floor  
San Francisco, California 94103-1398;

FAX to Ms. Shelah Sweatt at (415) 503-6693; or e-mail to [shelah.sweatt@usace.army.mil](mailto:shelah.sweatt@usace.army.mil). **Please include the Corps permit number and dredge episode number.** The log will be provided when the Corps approves the Dredge Operation Plan and authorizes the commencement of the dredging.

10. Overflow requirements:

- a. No overflow or decant water shall be discharged from the barge, with the exception of spillage incidental to mechanical dredge operations.
- b. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from barge, bins or dump scows.
- c. During dredging operations, overflow shall be limited to a maximum of 15 minutes for hopper dredge only. Adjustments to the dredging operation may be required to insure that once overflow commences, it will not exceed the 15-minute limit.
- d. For approved sand dredging, overflow will not exceed 15 minutes or the economic load, whichever occurs first.

11. The permittee shall ensure that all dredged material is slurried prior to disposal to prevent any accumulation or build up of material at the disposal site. All dredged material shall be slurried in one of the following manners:

- a. Dredged material will be either pumped with a centrifugal pump prior to leaving the dredge site for the disposal site; or,
- b. If the material is mechanically dredged, passed through a debris grid, with a maximum opening size of 12 inches by 12 inches that will cover the entire loading area of the dump scow. Everything that does not pass through the grid will be considered solid debris and shall be disposed in areas outside of Corps jurisdiction. All such material shall be promptly removed from the grid at the end of each 8 hour shift or sooner.

12. **The permittee or dredge contractor shall inform this office when: 1) a dredge episode actually commences, 2) when dredging is suspended (suspension is when the dredge contractor leaves the dredge site for more than 48 hours for reasons other than equipment maintenance), 3) when dredging is restarted, and 4) when dredging is complete. Each notification should include the Corps permit number and dredge episode number.** The information

can be sent to the attention of Jessica Vargas, in writing to the address below; FAXed to (415) 503-6693; e-mailed to Jessica.M.Vargas@usace.army.mil or via telephone message at (415) 503- 2936.

U.S. Army Corps of Engineers, San Francisco District  
Chief, Operations and Readiness Branch  
Attn: Jessica Vargas  
1455 Market Street, 16<sup>th</sup> Floor  
San Francisco, California 94103-1398

13. The permittee, as directed by the District Engineer under authority pursuant to the policies and procedures of 33 CFR 325.7, may be required to modify disposal schedules and monthly disposal quantities for particular dredging episodes.

14. The permittee shall allow the dredging area and equipment to be inspected by the Corps staff upon request.

15. For each dredge episode, the permittee shall be responsible for obtaining a letter of water quality certification from the Regional Water Control Quality Board and authorization from the San Francisco Bay Conservation and Development Commission (BCDC). Water quality certification and BCDC authorization will be a prerequisite to the District Engineer's decision to approve or disapprove specific dredge episodes pursuant to the policies and 33 CFR 325.2(b)(1)(ii) and 325.2(b)(2)(ii).

16. **If a land, ocean, or other aquatic disposal site becomes available for use during the life of the permit, the permittee shall evaluate these disposal alternatives, taking into consideration cost, existing technology, and logistics in light of the overall project purpose to facilitate compliance with the 404(b)(1) Guidelines (40 CFR 230). This evaluation shall be submitted to the Corps at least 60 calendar days before commencement of subsequent dredging episodes. The District Engineer, upon review of this information and after consultation with other resource agencies, may direct the permittee to use such sites in lieu of or in addition to the Alcatraz Island Dredged Material Disposal Site (SF-11), under authority of 33 CFR 325.7 and 40 CFR 230.10(a).**