

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR

COYOTE POINT MARINA
MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT

WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY

COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061

APPROVED: _____, March 18, 2022



ANN MADER STILLMAN
(R.C.E. No. 47882)
Interim Director of Public Works



Department of Public Works
San Mateo County
555 County Center, 5th Floor
Redwood City, California 94063-1665

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**COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN, that

Sealed bids will be received **either by mail** to the office of the County Manager/Clerk of the Board of Supervisors, **or hand delivered within one hour prior to the bid opening to the main public entrance** of the Hall of Justice and Records, 400 County Center, Redwood City, California, until the hour of

2:30 p.m., Thursday April 14, 2022

Which **all** bids (**mailed in or hand-delivered**) will then be transmitted to the **main public entrance** of the Hall of Justice and Records at **400 County Center, Redwood City**, where the bids will be publicly opened and read aloud for the following project in accordance with the specifications therefore and to which special reference is made as follows:

**COYOTE POINT MARINA
MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT**

**WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061**

Bids are required for the entire work described herein.

Bidders are further advised of the following:

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
 - a. Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone, please send check to 555 County Center, 5th Floor, Redwood City, CA 94063; OR**
- 1. Complete and sign the following Plan Holder's Affidavit by using the link below to receive an email with a separate link to download an electronic copy of the plans and specifications. The Contractor is advised that the form should be received by the County no later than three (3) working days prior to the bid opening date.**

Link to the Plan Holder's Affidavit:

<https://www.smcgov.org/publicworks/coyote-point-marina-maintenance-dredging-and-pile-replacement-project>

- c. If Plans and Specifications are obtained through a source other than those outlined in 1a and 1b, complete the below Plan Holder's Affidavit and return to the County by PDF either via e-mail to zazzari@smcgov.org and/or jrawley@smcgov.org or by fax at (650) 361-8220. The Contractor is advised that the form should be received by the County no later than three (3) working days prior to the bid opening date.

Plan Holder's Affidavit	
Project Title	COYOTE POINT MARINA MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT
Project No.	<u>OD516</u>
Project Engineer:	<u>Joshua Rawley</u>
Project Manager:	<u>Zack Azzari</u>
Bid Open Date and Time:	<u>2:30 p.m., Thursday, April 14, 2022</u>
Company Name:	<u></u>
Mailing Address:	<u></u>
Phone Number:	Fax Number: <u></u>
E-mail Address:	<u></u>
(Name and Title of Authorized Representative of Bidder)	
(Signature of Authorized Representative of Bidder)	

- The Plan Holders List will be posted to the County of San Mateo's Public Works website two (2) working days prior to the bid open date.
- Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding

scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to zazzari@smcgov.org and/or jrawley@smcgov.org, not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, *if any*. The County will not be responsible for oral clarifications.

4. It will be the Contractor's sole responsibility to ensure that they have received addendums, *if any*, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
5. Reference is made to Section 2-1.10, "Disqualification of Bidders," of the Standard Specifications. The Contractor's attention is directed in particular to the last sentence, which states, "Proposals in which the prices obviously are unbalanced may be rejected."
6. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Public Works website will be updated as needed and can be accessed under the Departments tab found on the County of San Mateo website
(<http://publicworks.smcgov.org>).

ENGINEER'S ESTIMATE
COYOTE POINT MARINA
MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT
WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY
COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061

SCHEDULE "A" (BASE BID)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	10	1	LS	Construction Waste Management
2	11	1	LS	Mobilization & Demobilization Dredging Equipment
3	22	10,300	CY	Dredge Area A with Disposal at SF-11
4	22	9,500	CY	Dredge Area B with Disposal at SF-11

Engineer's Estimate of Costs for Schedule "A" : \$1,144,250.00

SCHEDULE "B" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
5	22	32,500	CY	Dredge Area C with Disposal at SF-11

Engineer's Estimate of Costs for Schedule "B" : \$1,308,125.00

SCHEDULE "C" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
6	22	6,900	CY	Dredge Area D with Disposal at SF-11

Engineer's Estimate of Costs for Schedule "C" : \$277,725.00

SCHEDULE "D" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
7	22	6,700	CY	Dredge Area E with Disposal at SF-11

Engineer's Estimate of Costs for Schedule "D" : \$269,675.00

SCHEDULE "E" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
8	22	13,500	CY	Dredge Area F with Disposal at SF-11

Engineer's Estimate of Costs for Schedule "E" : \$543,375.00

SCHEDULE "F" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
9	11	1	LS	Mobilization & Demobilization Pile Driving Equipment
10	23	1	EA	Concrete Navigation Pile Furnish and Install
11	25	1	EA	Steel Guide Pile Furnish and Install

Engineer's Estimate of Costs for Schedule "F" : \$161,000.00

The County may award any of the following combinations, at the County's sole discretion:

SCHEDULE "A" = \$1,144,250.00
SCHEDULE "A" + "F" = \$1,305,250.00
SCHEDULE "A" + "B" = \$2,452,375.00
SCHEDULE "A" + "B" + "F" = \$2,613,375.00
SCHEDULE "A" + "B" + "C" = \$2,730,100.00
SCHEDULE "A" + "B" + "C" + "F" = \$2,891,100.00

SCHEDULE "A" + "B" + "C" + "D" = \$2,999,775.00
SCHEDULE "A" + "B" + "C" + "D" + "F" = \$3,160,775.00
SCHEDULE "A" + "B" + "C" + "D" + "E" = \$3,543,150.00
SCHEDULE "A" + "B" + "C" + "D" + "E" + "F" = \$3,704,150.00
SCHEDULE "A" + "C" = \$ 1,421,975.00
SCHEDULE "A" + "C" + "F" = \$1,582,975.00
SCHEDULE "A" + "B" + "C" + "E" = \$3,273,475.00
SCHEDULE "A" + "B" + "C" + "E" + "F" = \$3,434,475.00
SCHEDULE "A" + "B" + "E" = \$2,995,750.00
SCHEDULE "A" + "B" + "E" + "F" = \$3,156,750.00

(F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

(Note: Gaps in section numbering, above, indicate the Section is blank or does not apply.) The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the County of San Mateo does not, expressly or by implication, agree that the actual amount of work will correspond herewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed necessary or expedient by the Engineer.

Payment to the Contractor for materials furnished and work completed shall be made by the County in accordance with Section 9 of the "Special Provisions" portion of these Contract Documents. Pursuant to Section 22300 of the Public Contract Code, Contractor may, upon his request and at Contractor's expense, substitute equivalent securities for any moneys retained from such payment for the fulfillment of the Contract.

When applicable, both Contractor and Subcontractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

(3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Wage rates for overtime shall be paid at not less than one and one-half (1-1/2) times the above rates. Wage rates for Sundays and holidays shall be paid at not less than two (2) times the above rates.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Project.

It is the policy of the County that Contractors on public projects employ their workers and craftsmen from the local labor market whenever possible. "Local Labor Market" is defined as the labor market within the geographical confines of the County of San Mateo, State of California. Consistent with this policy, the Contractor is requested to employ craftsmen and other workers from the local labor market whenever possible to do so.

Each bidder shall submit with the bid, Certificates of Compliance and Intent on a form provided in the "Proposal" section of these Contract Documents, a certificate that bidder is in compliance with the provisions of the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and any other federal, State and local laws and regulations relating to equal employment opportunity. With the execution of said certificates, bidder also agrees that bidder will maintain or develop and implement, during the course of the work concerned, a program of hiring and employment, conducted without regard to race, religion, color, national origin, ancestry, sexual orientation, or sex of the applicants. With this certification, bidder shall submit any and all information that may be required by the County in connection with the particular project.

Each bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix D) relate to resolution of construction claims, and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above shall be considered as incorporated into and become an integral part of these specifications.

Questions relating to equal employment should be directed to the San Mateo County Department of Public Works, Equal Employment Opportunity Program, 555 County Center, 5th Floor, Redwood City, CA 94063-1665, telephone (650) 363-4100.

Plans and Specifications and forms of Proposal and Contract may be seen and obtained at the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665. Plans and specifications may be obtained for a:

NON-REFUNDABLE FEE OF \$35 PER SET

Additional technical questions should be directed to the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665, telephone (650) 363-4100.

The Contractor shall possess either a Class A License or a combination of Class C licenses that are applicable for the majority of the work at the time this contract is awarded. No Contract will be awarded to a Bidder who is not licensed as required by laws of the State of California.

The Contractor is advised that a pre-bid conference at the site will occur on April 5, 2022 at 10:00 a.m. and shall take place at the offices located at the Harbormaster's Office located at 1900 Coyote Point Drive, San Mateo, California, 94401, with one or more of the following individuals:

**Sam Herzberg, Senior Planner
Department of Parks and Recreation
County of San Mateo
(650) 363-1823
sherzberg@smcgov.org**

**Zack Azzari, Senior Civil Engineer
Department of Public Works
County of San Mateo
(650) 599-1485
zazzari@smcgov.org**

The pre-bid conference is not mandatory; however, the Contractor is advised that inspection of the site prior to the bid submittal and acknowledgement of said inspection will be required for the acceptance of the bid. Access can be arranged with Sam Herzberg at the numbers listed above.

The Contractor shall sign and date the Acknowledgement of Site Visit form provided on page 7 of the Proposal Section and submit with the bid. Failure to complete this form shall be grounds for rejection of the bid.

The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

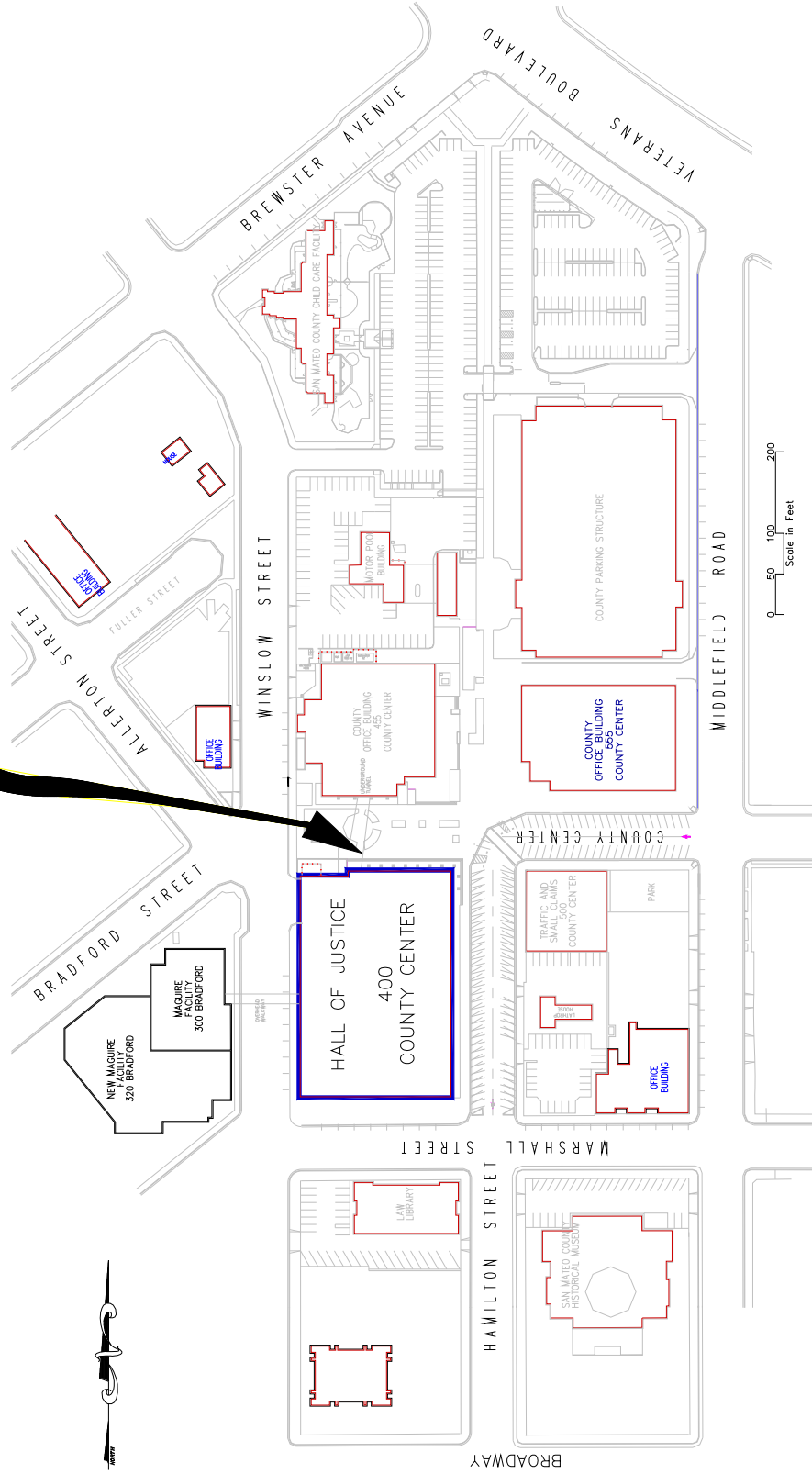
Bidders may not withdraw their bid for a period of **FORTY-FIVE (45) DAYS** after the date set from the opening thereof.

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: March 22, 2022

**Michael Callagy, County Manager/
Clerk of the Board of Supervisors**

PUBLIC ENTRANCE
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

Receipt of Bids in the Office of the County Manager/Clerk of the Board of Supervisors, Hall of Justice.
Refer to project Notice to Contractors for Time, Date or alternate location.

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COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**SPECIAL PROVISIONS
FOR**

**COYOTE POINT MARINA
MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT**

**WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061**

DATE: March 18, 2022

SECTION 1.
DEFINITIONS OF TERMS TO BE USED IN THE SPECIAL PROVISIONS,
NOTICE TO CONTRACTORS, PROPOSAL, AGREEMENT OR
OTHER CONTRACT DOCUMENTS

Except as specifically stated herein, the definitions contained in the Standard Specifications of the State of California, Department of Transportation, as set forth per Section 2-1, "Plans and Specifications," of these Special Provisions and hereafter referred to as "Standard Specifications," shall be applicable with the understanding that where said definitions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said definition shall be interpreted to refer to the County of San Mateo, the Department of Public Works, Parks Department, or other appropriate department, division, official, officer or employee of the County of San Mateo.

Definition 7-1.02L, "Public Contract Code," of the Standard Specifications shall not be interpreted to include the provisions of Article 7.1 of Division 2, Part 2, Chapter 1 of the Public Contract Code.

-END OF SECTION-

SECTION 2.

BIDDING

The Bidder's attention is directed to all the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer in lieu of the sample forms provided herein in Appendix B of these Special Provisions. The County will not be responsible for any oral interpretations to Bidders with respect to any of the work embraced herein.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

All proposals must be made upon the blank form contained herein.

2-01 PLANS AND SPECIFICATIONS

Subject to the exceptions stated herein, the work embraced herein shall be done in accordance with the Standard Plans and Specifications as adopted by the County of San Mateo insofar as the same may apply, and in accordance with the following Special Provisions.

As set forth in **Resolution No. 077277** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved the **2018** Standard Plans and Standard Specifications of the State of California, Department of Transportation as the concurrent Standard Plans and Standard Specifications of the County of San Mateo, State of California. In the event that a discrepancy arises between the project Plans, these Special Provisions, the Standard Plans and the Standard Specifications, the provisions of Section 5-1.02, "Contract Components," of the Standard Specifications shall apply.

-END OF SECTION-

SECTION 3.

CONTRACT AWARD AND EXECUTION

The Bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contracts.

However, the following supersedes the second paragraph in Section 3-1.04, "Contract Award," of the Standard Specifications:

"The award of contract, if awarded, will be made to the lowest responsible Bidder within **SIXTY (60) DAYS** after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the second lowest responsible Bidder. If the second lowest responsible Bidder refuses or fails to execute the contract, the County may award the contract to the third responsible Bidder. The period of time after that specified above within which the award of the contract may be made shall be subject to extension for such further period as may be agreed upon, in writing, between the County and the Bidder concerned."

The criteria which will be used to determine the lowest responsible Bidder are as follows:

1. The determination for lowest bid shall be on the comparison of all bids received for base bid SCHEDULE "A" as determined by summing the products of the listed quantities and unit prices and the lump sum prices for each "SCHEDULE A" item. The County, however, reserves the right to make an alternate determination of the lowest bid based on the comparison of all bids received for the base bid SCHEDULE "A" and any combination of optional additives SCHEDULE "B", SCHEDULE "C", SCHEDULE "D" AND SCHEDULE "E". The County further reserves the right to withhold award of optional additives depending on the available budget. In addition to submitting the price for the base bid, Bidders must submit a price for all optional additives, or their bid may be disqualified. Bids that are deemed to be unreasonably priced or unbalanced based

on the experience of the County and the Engineer may be rejected, as determined solely by the County.

2. Responsible Bidder: A Bidder who has the capacity and capability, in all respects, to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Factors to be considered in determining whether the Bidder meets these standards are:
 - a. Bidder possesses financial, material, equipment, facility and personnel resources and expertise necessary to meet contractual requirements.
 - b. Bidder possesses a record of successful completion defined as: completion of a project within a reasonable time and budget based upon the "Certification of Bidder's Qualifications and Experience."
3. Bidder is qualified legally to contract with the County.
4. Bidder possesses a valid, active and in good standing State of California Department of Consumer Affairs, Contractor's License Board Classification A, for a minimum of five (5) continuous years prior to the date of bid opening.
5. Bidder does not have any pending disciplinary proceedings or investigations by the Contractors State License Board.
6. Bidder has completed, to the County's satisfaction, no less than two (2) projects of similar work and size in the State of California within the past five years prior to the date of bid opening.
7. Within the past five years, the bidder must not have been subject to any suspensions, disbarments, or similar proceedings (including stipulated agreements) restricting, limiting, or prohibiting the bidder from bidding or performing other public works for any other local, state, or federal public agency.
8. Following the public opening of bids, the County may request in writing that the apparent low bidder furnish all required supporting

documentation to enable the County to determine whether the apparent low bidder is responsible and/or qualified to perform the work described in these bid documents.

Bidders who wish to lodge a protest for consideration as to the bidding process or the award of a contract to the lowest responsible bidder must do so as follows:

- (1) Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening, shall be filed **two (2) business days** prior to bid opening.
- (2) Protests other than those covered by paragraph 1, above, shall be filed no later than **ten (10) calendar days** after the bid opening.
- (3) All protests shall be delivered to:
Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063

Untimely protests, which do not meet the deadline requirements specified above, will not be accepted or considered.

Bid protests must be submitted in writing to the addressee and address listed above. Bid protests must at a minimum include the following:

- Project Name
- Project File Number
- A complete statement describing the basis for the bid protest, which includes a detailed statement of all legal and factual grounds for the protest
- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

If a valid protest is filed timely, the Department will investigate the bid protest. The protested bidder shall have **three (3) business days** to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Department Director shall make

a recommendation to the San Mateo County Board of Supervisors regarding the bid protest.

Bid protests are to be delivered to the following address: 555 County Center, 5th Floor Redwood City, CA 94063.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: 555 County Center, 5th Floor Redwood City, CA 94063.

-END OF SECTION-

SECTION 4.

DESCRIPTION OF WORK

The work to be done consists, in general, of maintenance dredging in the Coyote Point Marina Approach Channel and Entrance Channel (Dredge Areas A and B) At the discretion of the County, optional additive work may include maintenance dredging of parts of the marina fairways and berths (Dredge Areas C, D, E and F), as well as the furnishing and installation of both a concrete navigation pile and a steel guide pile. Maintenance dredging will be accomplished by dredging to the required elevations as shown on the Plans. Maintenance dredging work includes transport and disposal of dredged sediment at the SF-11 Alcatraz Disposal Site as is described in Section 22. Insurance and licenses must be provided as necessary, as well as including all other times and services necessary to fully complete the project according to the Plans, Specifications, Special Provisions, and as directed by the Engineer, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

All dredging work may occur twenty-four hours a day, seven days a week.

Pile driving work must occur between 8 a.m. and 5 p.m., seven days a week.

-END OF SECTION-

SECTION 5.

CONTROL OF WORK

Attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications, except as herein provided, and to Section 2-1, "Plans and Specifications," of these Special Provisions.

5-01 DIFFERING SITE CONDITIONS

This section shall be used in lieu of Section 4-1.06, "Differing Site Conditions," of the Standard Specifications. Section 4-1.06 of the Standard Specifications shall not apply.

The following shall apply to digging trenches or other excavations that extend deeper than four feet (4') below the surface:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, II, or III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a

change order, excluding loss of anticipated profits, under the procedures described in the contract. No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

- C. In the event that a dispute arises between the Engineer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law that pertain to the resolution of disputes and protests between the contracting parties.
- D. In the event conditions materially differ from those indicated, the Contractor shall have no claim for construction delays, unless said conditions are determined by the Engineer to impact the controlling item of work.

5-02 REPAIR OF EQUIPMENT

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the contract, shall be subject to all the requirements relating to labor set forth in these specifications and in the special provisions.

5-03 COOPERATION

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36, "Property and Facility Preservation," of the Standard Specifications, and to these Special Provisions. The utility companies may be rearranging their facilities within the project area and it is expected that they will cooperate with the Contractor to the end that the work may be handled in an efficient manner.

The Contractor shall contact USA North811 (USA) service alert a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at usanorth811.org or by phone by dialing (800) 642-2444 or 811.

5-04 PERMITS AND LICENSES

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

The Contractor shall have at least two employees trained in confined space entry regulations CAL/OSHA Confined Space Regulations, Title 8 CCR GISO 5156, 5157, and 5158 at the site whenever there are open trenches or underground work going on. It is understood that all fall protection, retrieval and atmospheric monitoring equipment shall be furnished and maintained by the Contractor at the Contractor's expense. This shall include but not be limited to cost associated with compliance with Confined Space Entry Regulations shall be at the expense of the Contractor.

Contractor's attention is directed to Appendix E, "Regulatory Permits," of these Project Specifications.

5-05 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the unit prices paid for the various Contract items of work involved, and no additional compensation will be

allowed therefore.

5-06 PRESERVATION OF PROPERTY

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications.

5-07 AIR POLLUTION CONTROL

Air pollution control shall conform to the provisions of Section 14-9.02, "Air Pollution Control," of the Standard Specifications.

5-08 OBSTRUCTIONS

Attention is directed to the provisions in Sections 5-1.36D, "Nonhighway Facilities," 15, "Existing Facilities," and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

5-09 SOUND CONTROL

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications.

5-10 PUBLIC CONVENIENCE

Public Convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and to these Special Provisions.

5-11 DISPOSAL OF MATERIAL OUTSIDE THE HIGHWAY RIGHT OF WAY

Not applicable.

5-12 NOT USED

5-13 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications.

-END OF SECTION-

SECTION 6. CONTROL OF MATERIALS

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all materials required to complete the work under this Contract.

6-01 CERTIFICATES OF COMPLIANCE

Certificates of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications shall be furnished for all manufactured products, unless otherwise waived by the Engineer.

6-02 MATERIALS TESTING

Whenever the specifications require compliance with specified values for the following properties, tests will be made as indicated:

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	
Concrete Mix Design	Required gradation, Compliance with standards	SSPWC, ASTM C33, C94, C150, C494	
Concrete Strength Test	Compressive strength	ASTM C39	

Any costs to the County for testing layers which fail the compaction requirements may

be deducted from any progress payment due to the Contractor when, in the opinion of the Engineer, such failure results from the Contractor's lack of diligence in pursuing compaction effort. In the event that a test fails, any testing after the first shall be at the Contractor's expense.

-END OF SECTION-

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, “Legal Relations and Responsibility to the Public,” of the Standard Specifications, these Special Provisions, and to the provisions of paragraph VIII, “Insurance,” of the Agreement (AG) portion of the Contract Documents for insurance requirements and the provisions related to Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Sections XV, “COVID-19” and XII, “Electronic Signature,” of the Agreement (AG) portions of the Contract Documents.

7-01 EMPLOYMENT OPPORTUNITY PROGRAM FOR MINORITY EMPLOYMENT

It is the intent of the Board of Supervisors of the County of San Mateo to prohibit and eliminate employment discrimination and to further the opportunities for minority persons to be gainfully employed in the performance of County construction contracts. Award of a contract to a low bidder will not be made until such bidder has complied with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code and with these guidelines.

7-02 DEFINITIONS

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: An Equal Employment Opportunity Program (EEOP) is a set of specific and result oriented procedures to which a Contractor commits himself in order to achieve equal employment opportunity.

COMPLIANCE OFFICER: The Compliance Officer (CO) means the County official designated by the County Manager to represent him in the administration of these guidelines and in the enforcement of the provisions of

Sections 2.50.040 and 2.50.050 of Title 2, Chapter 2.50.

7-03 CERTIFICATIONS OF COMPLIANCE AND INTENT

Every bidder will submit with his bid, as required by Section 2.50.050 of Title 2, Chapter 2.50, a Certification of Compliance with the laws prohibiting discrimination and a Certification of Intent to implement an equal employment opportunity program on the form furnished in the Proposal section of these Specifications.

7-04 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

In addition to furnishing the Certifications of Compliance and Intent, each bidder will submit his equal employment opportunity program with his bid proposal. The EEOP shall contain the following information:

- A. Analysis of current work force
- (1) Total number of employees;
 - (2) Numerical racial breakdown of employees by job classification;
 - (3) Information on apprentices.

These figures will provide the base by which the low bidder's EEOP will be evaluated. Factors to be considered both in the original statistics and in any plans for future employment will include the percentage of minority population in San Mateo County, the availability of minority construction workers and the present minority representation in the various construction trades.

- B. The affirmative actions the bidder has taken and will take to ensure equal employment opportunity. These shall include:
- (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational

schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.

- (2) Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.
- (3) Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.
- (4) Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.
- (5) Selecting minority subcontractors or subcontractors who are known for their ongoing programs of apprenticeship for minorities. This includes advising minority Contractor associations of opportunities for subcontracts. Joint ventures with minority sub-contractors are encouraged.

C. The EEOP should state any previous experience the bidder has had with similar plans and the results of that effort. Current affirmative

action plans should be described in detail.

7-05 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM EVALUATION

- A. The Compliance Officer (**CO**) will review the EEOP submitted by the low bidder in order to determine whether the program submitted complies with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, and these guidelines. If deficiencies are indicated, CO may request additional information from the bidder or suggest appropriate remedies. The CO will be available to answer questions relative to the guidelines and to advise those seeking assistance of other sources. CO will not be responsible for the service or lack of service rendered by the consultant recommended, nor will the CO develop an EEOP or serve as a recruiter for any bidder.

The low bidder may withdraw his EEOP for revision after consultation with the CO; however, the revised program must be resubmitted by a date not later than fifteen (15) calendar days after the opening of bids.

- B. All subcontractors listed in the low bidder's proposal shall be required to file completed Certificates of Compliance and Intent and their EEOP with the Bidder for submission to the County. The EEOP of each subcontractor will be evaluated by criteria established for the low bidder's EEOP.
- C. The CO, upon conclusion of the EEOP review, will report his findings and recommendation to the Director of Public Works. The CO will keep acceptable EEOP's on file for six (6) months. During this period of time, if the bidder or subcontractors bid for other County contracts, they may refer to the EEOP on file and state any changes, but will not be required, unless specifically requested, to re-file their program.

7-06 INCLUSION OF EEOP AND CERTIFICATES

Upon award of the Contract by the Board of Supervisors, the EEOP and certifications for the bidder and all subcontractors, which have been approved and accepted by the County, will become an integral part of the Contract and subject to the provisions thereof.

7-07 COMPLIANCE OF CONTRACTOR

- A. The Contractor will post, in conspicuous places available to employees and applicants for employment, notices, provided by the County, stating that the Contractor is obliged to comply with the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code. These notices will also be sent to all unions, employee organizations and other recruiting sources providing employees to the Contractor.
- B. All announcements of job openings will include the statement, "An Equal Opportunity Employer."
- C. The Contractor will make written progress reports on a form provided by the County to illustrate the effectiveness of his EEOP at intervals established by the County.
- D. The **CO** will monitor the Contractor's EEOP until completion of the Contract and will report non-compliance of the Contractor in adhering to his EEOP to the Director of Public Works.
- E. The Contractor will permit, during Contractor's normal business hours and at Contractor's place of business, access by the County to his records of employment, employment advertisements, application forms and other data and records pertaining to Contractor's employment practices, for the purpose of determining whether Contractor is complying with the non-discrimination and equal employment opportunity rules of the County.

7-08 COMPLIANCE OF SUBCONTRACTOR

All subcontractors listed by the bidder are subject to all the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code.

7-09 PENALTIES FOR NON-COMPLIANCE

The penalties for non-compliance are listed in Title 2, Chapter 2.50, Section 2.50.050, which states:

- a. “Every public works contract shall provide that a contractor who, within the time specified in the contract, does not submit an equal employment plan and make the certifications required in this chapter shall be in breach of the contract.”
- b. “If, after an award is made, the contractor is found by the County or by a Federal or State agency empowered to make such findings to be in substantial or material violation of the Fair Employment Practices Act of the State of California, the Equal Employment Opportunity Requirement of Executive Order 11246, title VII of the Civil Rights Act of 1964, or of the provisions of this chapter or of the Board-established guidelines implementing them, he may be found to be in material breach of contract, and the County shall have the power to cancel the contract in whole or in part, or alternatively, to deduct for each working day during which the contractor is found to have been in such non-compliance, two percent (2%) of the total amount payable to the contractor.”

7-10 WAIVER OF COMPLIANCE

In the event that any of the requirements of Sections 2.050.040 and .050.050 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation to the Board of Supervisors. Such a waiver may only be granted by the Board and, if approved, shall become an integral part of the contract.

7-11 EMPLOYEE BENEFITS

All Contractors with contracts with the County of \$5,000 or more shall comply with the provisions of Title 2, Chapter 2.84, as amended, of the San Mateo County Ordinance Code with respect to the provisions on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provisions of employee benefits between an employee with a domestic partner and an employee with a spouse. A copy of the Ordinance and Compliance form is attached to the Proposal Section of these Specifications.

In the event that it is determined, by the County, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the County Ordinance Code.

7-12 NON-DISCRIMINATION

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with Federal, State and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and

sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

In the event that it is determined, by the County, that any portion of these requirements regarding non-discrimination conflict with Federal or State regulations, the Federal or State regulations shall take precedence over County requirements.

7-13 PREVAILING WAGES

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

In accordance with the provisions of Section 1770 of the California Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage

rates have been established as indicated in the Notice to Bidders and are incorporated herein by reference.

The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

7-14 PAYROLL RECORDS

Reference is made to Section 7-1.02K(3), "Certified Payroll Records (Labor Code § 1776)," of the Standard Specifications. In particular, the Contractor's attention is directed to the last paragraph, which is amended to read:

"If by the 7th working day after the 25th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 25th of that month, the Department may withhold an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of Mobilization) from that month's estimate, except that this withholding shall not exceed \$10,000 nor be less than \$1,000. Withholdings for failure to submit satisfactory payrolls shall be additional to all

other withholdings or retentions provided for in the contract. The withholding for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments following the date that all the satisfactory payrolls for which the withholding was made are submitted.”

The Contractor is advised that Contractor shall submit either Contractor’s Daily Dispatch Report at the start of each working day OR a Daily Personnel and Equipment Log (included Appendix C of these Special Provisions) to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until submittal is made.

The Contractor is further advised that, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, all contractors and subcontractors working on a contract for public work on a public works project (awarded on or after April 1, 2015) must furnish electronic certified payroll records to the Labor Commissioner.

7-15 CONTRACTOR EMPLOYEE JURY SERVICE

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees’ regular pay the fees received for jury service. A copy of the Ordinance and a

Compliance Form is attached to the Proposal Section of these Specifications.

Award of a Contract to a low bidder will not be made until such bidder has certified compliance with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code.

7-16 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Section 7-1.02O, "Vehicle Code," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the County has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

7-17 PUBLIC SAFETY

Public Safety shall conform to the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and to these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

-END OF SECTION-

SECTION 8.

PROGRESS OF WORK AND TIME OF COMPLETION

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications, except as herein provided.

8-01 TIME OF COMPLETION

The Contractor shall begin work within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Department of Public Works, and shall diligently prosecute the same to completion before the expiration of

ONE-HUNDRED AND EIGHTY-ONE (181) WORKING DAYS

from the date of said beginning, as described above.

The Contractor is advised that punch list items are required to be completed before the expiration of the working days stated above.

The Contractor may request, in writing, for an extension of working days, which request shall state the reason for said request and the number of additional working days. The Engineer will consider said request and respond, in writing, stating either the number of additional working days approved or the reason for denying the request.

8-02 LIQUIDATED DAMAGES

Attention is directed to Sections 8-1.04, "Start of Job Site Activities," 8-1.05, "Time," and 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of One-Thousand and Five Hundred Dollars (\$1,500.00) per calendar day for each and every calendar day delay over and above the number of working days above prescribed for finishing the work.

"The Contractor is advised that Contractor shall complete all dredging with disposal at SF-11 Alcatraz in-Bay Disposal Site, by November 30, 2022,

or Contractor may incur task-specific liquidated damages in the amount of \$1,500 per calendar day for every day hence until all such dredging is completed, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. ”.

The Contractor is advised that task-based liquidated damages may be enforced in conformance with the following bid item-specific Special Provisions:

(1) **Section 7-4a, “Payroll Records”**

8-03 PROGRESS SCHEDULE

The Contractor is advised that an initial/baseline project schedule and subsequent schedule updates is required for the work included under this Contract, and such schedules shall be in accordance with these Special Provisions.

The provisions of Section 8-1.02, “Schedule,” of the Standard Specifications are superseded by the following:

“The Contractor shall submit a baseline project schedule to the Engineer within **five (5) working days** after receipt of the Notice to Proceed from the Department of Public Works. This baseline schedule and any subsequent schedule updates shall show:

- (1) Completion of all work within the specified contract time;
- (2) The proposed order of work; and
- (3) Projected starting and completion times for major phases of the work, for the total project, including dates for ordering materials and for substantial completion of the project. Reference is made to Section 8-1, “Time of Completion,” of these Special Provisions.”
- (4) Delineation of the environmental work window for dredging and disposal at SF-11 in-Bay Disposal Site and pile installation (June 1 through November 30, 2022)..

The Contractor is advised that:

- (1) **Contractor shall notify the Engineer a minimum of twenty-four (24) hours, prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**
- (2) **When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a “Stop Notice,” and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**

The schedule shall be developed by a critical path method. The baseline progress schedule shall have as many activities as necessary, and as approved by the Engineer, to be sufficient to assure adequate planning of the project, and to permit monitoring and evaluation of progress and the analysis of time impacts. The Contractor shall provide sufficient material, equipment, and labor to meet the completion times in this schedule.

The baseline project schedule submitted shall meet in all respects the time and order of work requirement of the contract. If the Contractor fails to define any element of work, activity or logic, and the error is discovered by either party, it shall be corrected by the Contractor at the next scheduled monthly update or revision.

The Engineer shall have **five (5) working days** to review and accept, reject or return a submitted schedule for revision. The Contractor shall not commence project work until after receipt of written approval of the preliminary project schedule from the Engineer.

The Contractor shall submit a revised progress schedule within **five (5) working days** when requested by the Engineer, or when there is significant change in the Contractor's operations that will affect the work schedule.

During the period of the Contract, on or before the first calendar day of

each month, the Contractor shall submit to the Engineer a complete, updated progress schedule. Said updated schedules shall provide a complete analysis of work previously completed and work yet to be performed, including a status update of each salient component that is delayed or not on schedule, the impact such delays will have on each of the remaining salient features of the work (with revised completion dates), and a revised completion date for all of the project work. Updated schedules shall incorporate all current schedule information, actual progress, approved adjustments of time and proposed changes in sequence and logic.

The Engineer may require the Contractor to also submit, on a weekly basis, a schedule of work for the following workweek. The Engineer will determine the dates for submittal of weekly schedules.

If the Contractor or the Engineer considers that an approved or anticipated change will impact the contract progress, a schedule analysis and revised schedule supporting the proposed adjustment of time shall be submitted to the Engineer for review and approval.

If the Engineer deems that the baseline progress schedule, any necessary progress schedules and/or required supplemental schedules do not provide the information required in the section and/or is unacceptable in size, appearance, neatness and legibility, progress payments will be withheld by the Engineer until a schedule containing the required information and/or with improved appearance has been submitted by the Contractor and approved in writing by the Engineer.

The Engineer's written approval of any schedule shall not transfer any of the Contractor's responsibilities to the Engineer. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract. Full compensation for conforming to all provisions of this Section, "Progress Schedule," shall be considered as included in the unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

-END OF SECTION-

SECTION 9. MEASUREMENT AND PAYMENT

9-01 FORCE ACCOUNT WORK

Attention is directed to the provisions of Section 9-1.04, "Force Account," of the Standard Specifications and these Special Provisions.

Section 9-1.04B(2) of the Standard Specifications is amended to read:

"Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* and *General Prevailing Wage Rates* current during the work paid at force account for:"

With respect to extra work, the Bidder's attention is directed to the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. No extra work or change shall be made, unless pursuant to a written contract change order from the Engineer. No claim for an addition to the Contract sum shall be valid unless so ordered.

9-02 PAYMENTS TO CONTRACTOR

Payments shall be made according to the provisions of Section 9, "Payment," of the Standard Specifications and these Special Provisions. Attention is directed to Section 9-1.16, "Progress Payments," regarding progress or partial payments, and to Section 9-1.17, "Payment After Contract Acceptance," regarding final estimates and payments.

Section 9-1.16E(2) of the Standard Specifications is superseded by the following:

The County of San Mateo shall retain five percent (5%) of such estimated value of the work done, and five percent (5%) of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor. In no event shall the County of San Mateo withhold less than five percent (5%) of the total Contract price until final completion and acceptance of the project.

The Contractor may, upon request and at the Contractor's own expense,

substitute security for any money withheld to ensure performance of the Contract in accordance with Government Code Section 4590.

The filing of a Notice of Completion for the work herein provided shall not constitute an acceptance by the County of latent defects in said work.

9-03 PAYMENTS WITHHELD FROM CONTRACTOR

The County may withhold sufficient monies from any sum otherwise due the Contractor, pursuant to this Agreement, to protect the County against loss on account of:

- A. Repair or replacement of street pavement or base, and/or culverts or other structures, on or near the work, damaged by reason of the Contractor's operations due to hauling materials or moving heavy equipment.
- B. Defective work not corrected.
- C. Claims filed or reasonable evidence indicating probable filing of claims.
- D. Failure of the Contractor to make payments properly to the subcontractors for material or labor.
- E. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- F. Damage to another Contractor.
- G. Failure of the Contractor to provide water pollution control.

Payment of the amounts withheld shall be made upon the determination by the County that the withholding of such amounts is no longer necessary.

9-04 STOP NOTICES

Section 9-1.16E(4), "Stop Notice Withholds," of the Standard Specifications is superseded by the following:

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any amounts due the Contractor, sums

sufficient to cover claims filed pursuant to Section 9000 et seq. of the Civil Code.”

9-05 CONSTRUCTION CLAIMS

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix D) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity’s rights to retain monies in order to provide for that entity’s reasonable cost of litigation. The Bidder is further notified that all provisions of Sections 9204 and 21014 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

9-06 MEASUREMENT AND PAYMENT OF BID ITEMS

A. Schedule “A” (Base Bid) Item 01: Construction Waste Management

1. Payment

a. The contract lump sum price paid for this item, “Construction Waste Management,” shall include full compensation for furnishing all labor, equipment and incidentals, including the provision of required documentation of proper materials disposal and the development of a Waste Management Plan, and no separate payment will be made therefore.

b. No partial payment will be made for this Contract item of work until all work required, is completed to the satisfaction of the County, and all necessary documentation provided.

B. Schedule “A” (Base Bid) Item 02: Mobilization and Demobilization Dredging Equipment

1. Measurement

- a. Mobilization shall be deemed complete after confirmation that all labor, plant, materials, and equipment necessary for work have been mobilized to the Site and all pre-construction submittals have been received and approved by the County.
- b. Demobilization shall be deemed complete after removal of same from the Site, including final cleanup, and upon final receipt and acceptance of all construction and post-construction submittals.

2. Payment

- a. Payment will be made at the Contract lump sum price awarded for “Mobilization and Demobilization” (Base Bid Item 02), in accordance with the following breakdown:
 - Fifty (50) percent of the lump sum price will be paid upon completion of mobilization at the Site and the start of dredging work, as approved by the County.
 - The remaining fifty (50) percent will be paid upon completion of demobilization, as approved by the County.
- b. The lump sum price shall be considered full compensation for mobilization, demobilization, final cleanup of the Site after completion and acceptance of all work, and other items relevant to this project and not specifically included in the other Bid Items.

- C. Schedule “A” (Base Bid) Item 03: Dredge Area A with Disposal at SF-11;
Schedule “A” (Base Bid) Item 04: Dredge Area B with Disposal at SF-11;
Schedule “B” (Optional Additive Bid) Item 05: Dredge Area C with Disposal at SF-11;
Schedule “C” (Optional Additive Bid) Item 06: Dredge Area D with Disposal at SF-11
Schedule “D” (Optional Additive Bid) Item 07: Dredge Area E with Disposal at SF-11
Schedule “E” (Optional Additive Bid) Item 08: Dredge Area F with Disposal

at SF-11

1. Measurement

- a. All Contractor provided surveying (Daily Progress Surveys and Dredge Area Completion Surveys, as defined in Section 22-07) shall be included in the unit price for the Dredging and Disposal Bid Items. The cost of performing Weekly Progress Surveys, including labor, material, transportation, tools, equipment and incidentals required to complete the work, shall also be included in the unit price for the Dredging and Disposal Bid Items, and no additional compensation will be provided.
- b. All incidental work required to complete required dredging and disposal, including, but not limited to, quality control, environmental protection, debris management, and health and safety, shall be included in the unit price for the Dredging and Disposal Bid Items.
- c. The portion of the Dredge Area determined to be in compliance with the Contract requirements, or as deemed complete at the discretion of the County, will be measured for payment.
Measurement for payment will include all sediment removed within the limits of dredging, including the Pay Overdredge Elevation and sediment that has sloughed from the Side Slope pay limit, pursuant to the in situ cubic yardage measured by the difference between the Pre- and Post-Dredge Surveys.
- d. The Contractor shall achieve the Required Dredge Elevation in all entrance areas, open water areas, fairways and slips of an awarded Dredge Area for that Dredge Area to be accepted as complete. Although not required, sediment under floating docks does not have to be removed with the exception of sediment under the headwalk at Docks 27, 28, and 29, which must be removed to a minimum elevation of -4' MLLW as shown in the Project Plans;

however, if dredged, the removed material from under floating docks will be paid for at the contracted unit rate for that Dredge Area. All dredged sediment must be removed from the site and disposed at SF-11. The County will compare the Pre- and Post-Dredge surveys to confirm that no sediment was placed under the marginal walks and main walks from the entrance areas, fairways and berths.

- e. Payment for dredging and disposal will be at the Contract unit rate. Work includes setting up dredging equipment, dredging, disposing of dredged sediment, removal, cleanup, and all related and incidental work and all activities as specified herein.
- f. Measurement for progress payment will be made after confirmation by the County that all required dredging for the dredge area of which the payment request is made is deemed complete, at the County's discretion, and all Contractor submittals related to the area in question have been received and approved by the County. Measurement for progress payments will be made using a combination of Progress Surveys and Disposal Site Verification Logs.
- g. Measurement for the final total Pay Volume will be made by comparing the dredging template (for payable volume) of the Pre- and Post- Dredge Surveys.
- h. Measurement for final payment will be made only after the County's verification that all required dredging for the contracted Dredge Area(s) is complete, at the County's discretion for acceptance, by review of the Pre- and Post- Dredge Surveys. If the work has not been satisfactorily completed, the Contractor shall resume dredging to correct the condition, and another Post-Dredge Survey will be performed by the third-party surveyor. The costs of additional Post-Dredge Surveys resulting from the Contractor's failure to properly

complete the work will be the responsibility of the Contractor.

2. Payment

- a. Progress payment for dredging work performed, where a Dredge Area Completion Survey conducted by a Third-Party Surveyor has not yet been completed, may be invoiced for up to 75% of the total dredge pay volume available, as estimated from the Pre-Dredge Survey and as verified by bin volume estimates.
- b. Payment for dredging work performed, where a Post-Dredge survey has been completed, may be invoiced for the full volume actually dredged, as calculated by the Post-Dredge survey, less retention.

D. Schedule "F" (Optional Additive Bid) Item 09: Mobilization and Demobilization Pile Driving Equipment

1. Measurement

- a. Mobilization shall be deemed complete after confirmation that all labor, plant, materials, and equipment necessary for work have been mobilized to the Site and all pre-construction submittals have been received and approved by the County.
- b. Demobilization shall be deemed complete after removal of same from the Site, including final cleanup, and upon final receipt and acceptance of all construction and post-construction submittals.

2. Payment

- a. Payment will be made at the Contract lump sum price awarded for "Mobilization and Demobilization" (Base Bid Item 09), in accordance with the following breakdown:
 - One hundred (100) percent of the lump sum price will be paid upon completion of demobilization, as approved by the County.
- b. The lump sum price shall be considered full compensation for mobilization, demobilization, final cleanup of the Site after

completion and acceptance of all work, and other items relevant to this project and not specifically included in the other Bid Items.

E. Schedule "F" (Optional Additive Bid) Item 10: Concrete Navigation Pile
Furnish and Install

1. Measurement – Measurement of precast prestressed concrete pile shall be per each.
2. Payment
 - a. Payment will be made at the Contract unit price per each pile. Payment shall include all materials, equipment, tools, signage, panels, framing and testing as shown on the plans. Payment will be made after acceptance of the work by the County.

F. Schedule "F" (Optional Additive Bid) Item 11: Steel Guide Pile Furnish and
Install

1. Measurement – Measurement of steel pile shall be per each.
2. Payment
 - a. Payment will be made at the Contract unit price per each pile. Payment shall include all materials, equipment, tools, signage, panels, framing and testing as shown on the plans. Payment will be made after acceptance of the work by the County.

-END OF SECTION-

SECTION 11.

MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications and to these Special Provisions, and the directions of the Engineer. Full compensation for all work involved for this item, "Mobilization," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

11-01 WORK INCLUDED

- A. The Work under this Section specifically consists of the following Bid Item:
 - Base Bid Item 02: Mobilization & Demobilization Dredging Equipment
 - Optional Additive Bid Item 09: Mobilization & Demobilization Pile Driving Equipment
- B. The Work under this Section consists of all requirements and services necessary to mobilize and demobilize dredging and pile driving equipment and labor for maintenance dredging and furnishing and installation of the steel guide pile and the concrete navigation pile at Coyote Point Marina.
- C. Mobilization shall include preparatory work including, but not limited to, work necessary for the mobilizing and furnishing at the Site; equipment, materials, supplies, and incidentals necessary for work performed; cost for pre-paid bonds and insurances; preparation and submission of all pre-dredging documentation; full-time provision of the Contractor's superintendent at the Site; verification of the existing conditions before starting work at the Site; and posting of all Occupational Safety and Health Administration-required notices and establishment of safety programs.
- D. Demobilization shall consist of all work required to prepare the

Contractor's dredging plant and equipment for transfer and removing all dredging plant, equipment, labor, and unused supplies, including project signs, and incidentals from the Site at the completion of Work, including the cleanup and restoration of all land-based staging areas used in the execution of the Work.

11-02 REQUIREMENTS

- A. The Contractor's dredging plant and equipment to be used in performing the Work shall be of sufficient size and efficiency to achieve the project objectives (See Section 22 of these specifications) and shall be subject to approval by the County. All floating equipment and vessels shall be certified as sea-worthy by the U.S. Coast Guard prior to mobilization at the Site.
- B. The Contractor's dredging plant, equipment, labor, and materials shall not be removed from the Site prior to completion and acceptance of the Work without the written permission from the County.

11-03 PROPERTY OWNER PRIMARY NOTIFICATION

- A. The County will notify marina tenants of the proposed work.

WATER POLLUTION CONTROL

- B. The Contractor is advised that failure to fully comply with the provisions of all requirements listed in any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act and the Contract.
- C. **The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor**

with copies of the completed monitoring reports. Should any work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. If deficiencies noted during a monitoring visit are not corrected before the follow up monitoring visit, the costs associated with additional follow up visits to correct the noted deficiencies shall be deducted from the final payment for all of the Contract work.

- D. Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and wetlands, San Francisco Bay and the Pacific Ocean. The Contractor shall be responsible for any environmental damage caused by his operations and those of his subcontractors or employees.
- E. Water pollution shall be defined as including the introduction of any material, including sediment, trash, or other debris, equipment or vehicles into any watercourse, including creeks, ponds, ditches, storm drain facilities, and any surfaces immediately tributary to those areas, except as specifically authorized by any resource agency permits. Water pollution controls are materials and measures that prevent the introduction of any material to any watercourse.
- F. Water pollution controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. All construction activity is to be performed in the water, and no upland work is permitted.

11-04 SPILL PREVENTION AND RESPONSE

- A. Fluid spills shall not be hosed down. The Contractor shall use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If water must be used, the Contractor will be required to collect the water

and spilled fluids and dispose of it as hazardous waste. Spilled fluids shall not be allowed to soak into the ground or enter into any watercourse.

- B. Spilled dry materials shall be swept up immediately. The Contractor shall not wash down or bury any dry spills. Spills on dirt areas shall be removed by digging up and properly disposing of contaminated soil. The Contractor shall report significant spills to the Engineer immediately. See Section 22 Dredging and Disposal, of these Special Provisions, for requirements of the Environmental Protection and Monitoring Plan, which must include a Spill Prevention Control and Countermeasures section.

11-05 TRAINING

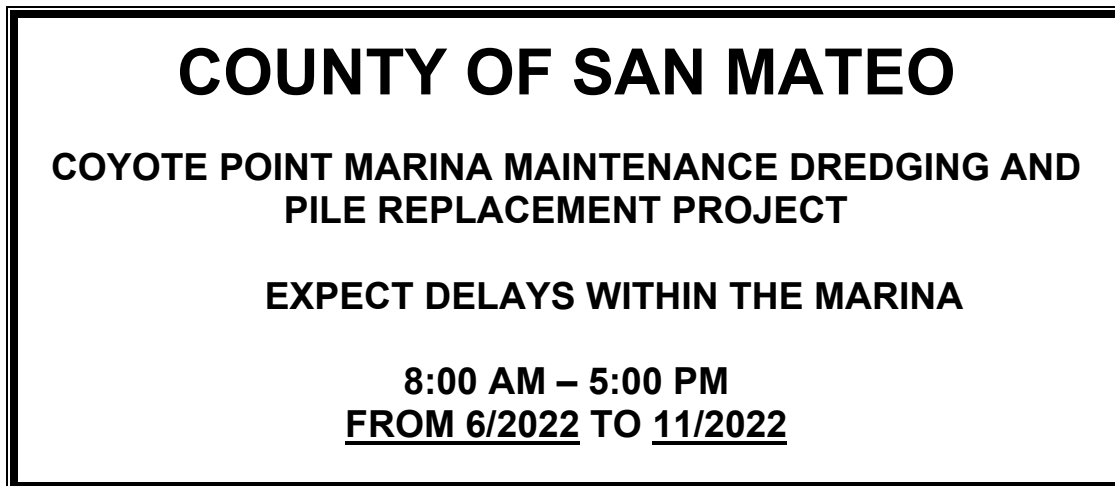
- A. When required, the County will provide introductory training to the Contractor, his employees and subcontractors at the job site before work commences for any project with resource agency permits. The training will provide background information on sensitive species, permit requirements and site-specific water quality issues. When not required, the County is available to provide such training at the Contractor's request.

-END OF SECTION-

SECTION 12.
MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, and "Public Safety," these Special Provisions, the Standard Plans, the Project Plans and the directions of the Engineer. In connection with said sections, it is understood that all lights, signs, barricades, flaggers or other necessary devices shall be furnished and maintained by the Contractor at the Contractor's expense.

The Contractor shall provide orange advisory signs (aluminum or plywood, or as approved by the Engineer), **3' x 6' minimum**, stating dates and times of dredging and pile work. The signs shall be posted at the marina as directed by the County. Wording of advisory signs shall be as follows



Advisory signs shall be set in accordance to the County's direction. Signs shall be set in place a minimum of **SEVEN (7) CALENDAR DAYS** prior to commencement of construction site work, unless otherwise directed by the Engineer. No construction site work shall commence prior to the installation of required signs.

-END OF SECTION-

SECTION 14. CONSTRUCTION WASTE MANAGEMENT

The Work under this Section specifically consists of the following Bid Item:

- Base Bid Item 01: Construction Waste Management

The County has established that this Project shall minimize the creation of construction and demolition waste on the job site. Factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination, shall be minimized. For any waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

Full compensation for this item, "Construction Waste Management," shall be as specified in Section 9 of the Standard Specifications and these Special Provisions.

No partial payment will be made for this Contract item of work until all work required, as specified herein, is completed to the satisfaction of the County, and all necessary documentation provided.

14-01 DIVERSION GOALS

One hundred percent (100%) of inert wastes, and at least fifty percent (50%) of the remaining construction and demolition debris shall be diverted from landfills.

Inert wastes, such as concrete, brick, rock, asphalt, and soil not intended for on-site use, shall be taken to a facility that will reuse or recycle them.

Other mixed construction & demolition (C&D) wastes shall be taken to a facility with a C&D sorting program, as listed in the Construction and Demolition Debris Recycling Guide referenced below, if additional recycling is needed in order to meet the requirements set forth in this Section. If debris box service is used, the debris boxes must be taken to a C&D sorting facility if materials are not separated on-site for recycling.

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.

14-02 REFERENCES AND RESOURCES

A Construction and Demolition Guide (C&D Guide) is available online at <https://www.smcsustainability.org/waste-reduction/construction-demolition/>. For more information or resources, contact the County of San Mateo's Office of Sustainability by phone at (888) 442-2666 or by email at sustainability@smcgov.org. The Contractor's attention is directed to **Appendix A** for the County of San Mateo Waste Management Plan Form and the Waste Management Daily Transport Report.

14-03 WASTE MANAGEMENT PLAN AND DAILY TRANSPORT REPORT

The Contractor is required to complete a Waste Management Daily Transport Report, listing details of the material transported on that particular day, which is to be signed by both the Contractor's representative and the County inspector on the job site.

The Waste Management Plan shall be submitted to the Engineer, Department of Public Works, 555 County Center – 5th Floor, for approval within SEVEN (7) WORKING DAYS after the pre-construction conference. The Waste Management Plan shall include a description of how the contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken, a description of what will be taken to each facility (inert wastes, metals, wood, glass, plastics, mixed

waste, etc.), a description of the means of transportation of recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and designated center, or whether mixed materials will be collected by a waste hauler and removed from the site), and an estimated amount (weight, yardage, etc.).

Approval will be granted if the plan shows:

- One hundred percent (100%) of inert wastes being reused or recycled AND at least fifty percent (50%) of C&D wastes being reused or recycled; OR
- All waste that is not separated on-site for recycling is sent to a mixed C& D sorting facility for recycling.

14-04 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Plan Distribution:

The contractor shall provide copies of the approved Waste Management Plan to the project superintendent and each subcontractor.

B. Instruction:

The contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than twenty (20) working days. Meetings shall include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.

D. Separation Facilities:

The contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins set within the County Right of Way shall be subject to approval by the County. All bins used shall be protected during non-working hours from offsite contamination.

E. Materials Handling Procedures:

Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

F. Hazardous Wastes:

Hazardous wastes shall be separated, stored, and disposed of according to State and local regulations. Unless specified in other section, the County is not aware of any hazardous wastes within the project site. Notify the Engineer if hazardous waste is encountered.

G. Reporting:

As a condition of final approval and retention release, submit documentation to the Engineer. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments and shall include, at a minimum, a summary of waste materials recycled, salvaged and disposed of for the Project. Submitted with this summary will be documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. The documentation shall coincide with the Waste Management Daily Transport Reports (in Appendix A) that were signed by both the Contractor and the County inspector. A Notice of Completion will not be filed for the project and retention released until all reports as required for the project are submitted and approved.

The above-mentioned summary and documentation shall contain the following information:

- (1) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).
- (2) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (3) Documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that that said person knows to contain any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

-END OF SECTION-

SECTION 22

DREDGING AND DISPOSAL

PART 1 – GENERAL

22-01 SUMMARY

- A. The Work in this Section specifically consists of the following Bid Items:

Schedule “A” (Base Bid)

Item 3: Dredge Area A with Disposal at SF-11

Item 4: Dredge Area B with Disposal at SF-11

Schedule “B” (Optional Additive Bid)

Item 5: Dredge Area C with Disposal at SF-11

Schedule “C” (Optional Additive Bid)

Item 6: Dredge Area D with Disposal at SF-11

Schedule “D” (Optional Additive Bid)

Item 7: Dredge Area E with Disposal at SF-11

Schedule “E” (Optional Additive Bid)

Item 8: Dredge Area F with Disposal at SF-11

- B. The Work in this Section consists of all labor, materials, tools, equipment, insurance, licenses, transportation, and any related services necessary for maintenance dredging in Coyote Point Marina and approved disposal of sediment, as described in the Contract Documents, and as described herein.
- C. Dredging with transport and disposal shall include mechanical dredging of the Dredge Area to achieve the Required Dredge Elevations as indicated in the Contract Documents, as well as transport and disposal of dredged sediment to SF-11 Alcatraz Island In-Bay Disposal Site (SF-11). All dredging and dredged sediment transport shall be accomplished using mechanical, waterborne equipment. No trucking of dredged sediment will be permitted. Ancillary work includes provision for the worksite health and safety, environmental protection and controls to meet all permit conditions, implementation of quality control pursuant to the specifications, and

protection of existing structures.

- D. All dredging and disposal Work shall be in accordance with the health and safety, and public safety requirements described in the Contract Documents, regulatory permits, and the Contractor's Health and Safety Plan (HASP) and Public Safety Plan. See Part 22-03 of this Section for health and safety and public safety requirements and submittals.
- E. The Contractor shall perform all dredging and disposal Work in accordance with the environmental protection and monitoring requirements described in the Contract Documents, regulatory permits, and the Contractor's Environmental Protection and Monitoring Plan. See Part 22-03 of this Section for environmental protection and monitoring requirements and submittals.
- F. The Plans indicate Site conditions at the time the hydrographic survey was completed; however, the Contractor shall dredge and remove sediment to achieve the project objective if conditions at time of dredging have changed. Note that the bathymetry shown in the Plans is based on a survey performed in June 2021.

22-02 DEFINITIONS

- A. Aquatic Disposal Site: The aquatic disposal site for disposal of dredged sediment is designated as SF-11, which has been approved by the Dredged Material Management Office for use during this project.
- B. Dredge Template: The area of permitted dredging. The Dredge Template is composed of the horizontal extents defined by the Required Dredge Footprint and Side Slopes, and the vertical extents defined by the Pay and Non-Pay Allowable Overdredge.
- C. Excessive Dredging: Sediment outside of the Dredge Template (with the exception of naturally occurring Side Slope Slough Material) and/or below the Non-Pay Allowable Overdredge Elevation, which is the maximum overdredge elevation permitted.
- D. Incidental Debris: Debris excavated as part of the dredging process, including any solid waste materials other than sediment, such as logs,

wire, cable, steel, anchors, lumber, trash, and concrete.

- E. Non-Pay Allowable Overdredge Elevation: An elevation below the Pay Allowable Overdredge Elevation that will be permitted to be removed. Dredging below the Pay Allowable Overdredge Elevation but above the Non-Pay Allowable Overdredge Elevation is allowable but is considered non-payable dredging and will not be paid for. For this project, the Non-Pay Allowable Overdredge Elevation is the maximum overdredge elevation that is allowed, which is two (2) feet below the Required Dredge Elevation.
- F. Pay Allowable Overdredge Elevation: An elevation below the Required Dredge Elevation that will be paid to account for equipment tolerance. For this project, the Pay Allowable Overdredge Elevation is one (1) foot below the Required Dredge Elevation. The Pay Allowable Overdredge Volume is included in the estimated quantities on the Bid Schedule.
- G. Pay Volume: The quantity of dredged sediment calculated on an in situ basis within the Dredge Template and above the Pay Allowable Overdredge Elevation using Pre- and Post-Dredge Surveys, as defined in this Section.
- H. Project Site (Site): The designated Dredge Template, as well as adjacent facilities, open water, and upland facilities and structures in the immediate vicinity of the Dredge Template.
- I. Regulatory Permits: Formal authorizations issued by the regulatory agencies with jurisdiction over the dredging Work. Regulatory Permits have been acquired by the County and are included in Appendix E.
- J. Required Dredge Elevation: The elevation within the Required Dredge Footprint above which the Contractor is required to remove all sediment.
- K. Required Dredge Footprint: Horizontal extents of the channel footprint in which the Contractor is responsible for removing all sediment to the Required Dredge Elevation. The Required Dredge Footprint is defined as the toe of cut.
- L. Side Slope: The area between the outer edge of the Required Dredge

Footprint at the Required Dredge Elevation (toe of cut) and the intersect point (daylight) at existing grade where Slough Material is expected to be generated. The Side Slopes are as shown in the Plans at 3 Horizontal to 1 Vertical (3H:1V) grades. The actual angle of repose may vary.

- M. Slough Material: Sediment or other material from the Side Slope that sloughs into the Required Dredge Footprint as a result of making a vertical cut to grade.
- N. Third-Party Surveyor: A hydrographic surveyor with equipment and crew that is separate from the Contractor's survey equipment and crew. The Contractor's proposed Independent Surveyor is subject to the approval of the County.

22-03 DREDGING SUBMITTALS

A. Prior to Construction

1. Dredging Operations Plan: The Contractor must prepare and submit a Dredging Operations Plan (DOP) no more than seven (7) calendar days after the Notice to Proceed (NTP). The DOP must address all requirements as noted in the U.S. Army Corps of Engineers (USACE) permit. Any changes to the DOP made after its approval must be submitted to the County for written approval as the dredging Work proceeds. The DOP must include, but not be limited to, the following items:
 - a. USACE permit and other applicable permit numbers (a copy of all Regulatory Permits is contained in Appendix E).
 - b. Episode number (this will be Episode number 1).
 - c. The Contractor's business name, telephone number, dredging site representatives, and emergency contact phone numbers.
 - d. Anticipated construction schedule in Gantt chart format, identifying all major milestones, start and completion dates, and anticipated daily dredging production rate.
 - e. Proposed equipment and method of dredging, with descriptions that contain, at a minimum, the type, name or number, capacity,

- overall dimensions, radio call signs, and other relevant specifications as may be required by permit conditions.
- f. Anticipated daily disposal rate at SF-11.
 - g. The method and equipment to be used to transport the dredged sediment to the dredged sediment disposal site, and the method of offloading or disposing of the sediment.
 - h. The method and equipment to be used for positioning control of the dredge and scow(s) for sediment disposal at SF-11, indicating how horizontal and vertical positioning control will be maintained during dredging operations, and how horizontal control will be maintained during disposal operations.
 - i. Documentation of quality control procedures, including samples of daily and weekly forms, reports, and submittals.
 - j. Security and safety methods to keep the public away from and clear of all dredging and disposal activities, including compliance with appropriate U.S. Coast Guard (USCG) rules.
 - k. Location of all buoys and lights to be used by the Contractor.
 - l. A copy of the Notice to Mariners.
 - m. All other information required by USACE for approval of the DOP.
2. Solid Debris Management Plan: This plan shall be submitted to the County with the DOP. It shall address all requirements as noted in the USACE permit, including but not limited to the following:
- a. USACE permit number.
 - b. Episode number.
 - c. Source and expected type of debris, including anticipated Incidental Debris associated with dredging activities.
 - d. Debris retrieval and separation method.
 - e. Debris disposal method and the name, location, permit status, hauling and offloading plan describing how debris will be transported from the Site to the landfill or recycling center, and any other relevant information for the proposed disposal of debris. Debris must be removed from the Site using waterborne

- equipment. No debris stockpiling, offloading, or trucking will be permitted at the Site, unless prior approval is given by the County.
- f. Debris containment method to be used, if floatable debris is involved, including containment boom design, installation, maintenance, and operations.
3. Notice of Commencement of Work: The Contractor shall submit a Notice of Commencement of Work to USACE, as required in the USACE permit.
4. U.S. Coast Guard Notification: The Contractor must notify the USCG in writing, alerting them of the schedule of their Work, their planned equipment and its positioning, their radio telephone frequencies, Work start and completion dates, and any other information required by the USCG, as described in the USACE permit. Additionally, the Contractor must give sufficient notice of the start and anticipated end of dredging and disposal operations per USCG regulations to allow publication of the Notice to Mariners.
5. Health and Safety Plan: The Contractor is responsible for health and safety at the Site. The Contractor must submit a Site-specific Health and Safety Plan (HASP) no less than seven (7) calendar days prior to mobilization at the Site. The HASP must detail the Contractor's means and methods to provide for the health and safety of the Contractor's employees, the County's representatives and agents, and the public. The intent of the HASP is to reduce the exposure of workers and the public to hazards that could be encountered or present during project activities (as required in relevant regulations and statutes, including but not limited to those of the Occupational Safety and Health Administration [OSHA] and USCG). The County will review the Contractor's HASP, but the County's review neither alleviates the Contractor's responsibility to comply with all relevant health and safety laws and regulations nor indicates the County's approval of the HASP. The HASP must be kept at the Site at all times during the Work.
6. Environmental Protection and Monitoring Plan: The Contractor must prepare and submit an Environmental Protection and Monitoring Plan

no more than seven (7) calendar days after NTP. After the Environmental Protection and Monitoring Plan is accepted by the County, it must be maintained at the Site at all times during the Work. At a minimum, it must contain the following:

- a. Methods that will be used to monitor the scows for uncontrolled leakage during loading and in-water transport of dredged sediment. If leakage is evidenced, however minor, the operations must cease until the Contractor can demonstrate to the County that repairs have been made.
- b. Methods for preventing polluted runoff from Contractor's dredge plant and other equipment from entering local waterbodies.
- c. A Spill Prevention Control and Countermeasures (SPCC) section that includes but is not limited to the following:
 - i. Identification of construction planning elements and potential spill sources at the Site.
 - ii. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual must immediately notify the County in addition to the legally required federal, state, and local reporting channels (including but not limited to the National Response Center at 1-800-424-8802) if a reportable quantity spill occurs. The SPCC section must contain a list of the required reporting channels and current telephone numbers.
 - iii. An outline of response actions in the event of a spill or release, and identification of notification and reporting procedures.
 - iv. An outline of measures that will be taken by the Contractor to prevent the release or spread of hazardous materials (either found at the Site or encountered during construction, including any that are not identified in Contract Documents) or any hazardous materials that the Contractor stores, uses, or generates on the construction Site during construction activities. These items include but are not limited to gasoline, oils, and chemicals.
 - v. A list of materials and equipment to be immediately available at the Site, tailored to cleanup work of the potential hazard(s) identified.
 - vi. A requirement that the Contractor maintain at the Site the

applicable equipment and material designated in the SPCC section. Hazardous materials are defined by the State of California in California Code of Regulations Title 22, Division 4.5.

7. Third-Party Surveyor Qualifications: The Contractor must submit qualifications for their proposed Third-Party Surveyor no more than seven (7) calendar days after NTP. The qualifications must include name of firm and the name of the person responsible for overseeing the survey. The person responsible for overseeing the survey must have a minimum of five (5) years of experience in performing similar surveys and possess a current National Society of Professional Surveyors-The Hydrographic Society of America (NSPS-THSOA) Hydrographer Certification. The qualifications information must include the responsible person's license or certification information, years of experience, and the name and reference contact information for at least three previous hydrographic survey projects they have managed and performed for marinas in the San Francisco Bay area within the last three years.

B. During Construction:

1. Disposal Site Verification Log: The Contractor shall maintain a daily Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to USACE and the County. The Contractor shall follow all procedures for this submittal as outlined in the USACE permit.
2. Progress Surveys: The Contractor must perform and submit multibeam hydrographic progress surveys at the completion of each Dredge Area before receiving County permission to proceed to the next Dredge Area. The Progress Surveys may be performed by a third-party surveyor or may be performed by the Contractor's in-house survey crew. The survey submittals must include the following:
 - a. Plan View: One (1) half-size PDF figure that includes, at a minimum, the following:
 - i. The date the survey was performed.
 - ii. The horizontal and vertical datums of the survey data.

- iii. Soundings with a vertical accuracy of one-tenth (0.1) foot; sounding must be legible but spaced close enough to provide an accurate representation of the existing bathymetry.
 - iv. The Dredge Footprint (electronic file will be provided by the County).
 - v. Scale bar.
 - vi. North arrow.
 - b. Cross-sections: Must be provided at a minimum of 25' spacing along the centerline. The cross-sections must contain:
 - i. The date the survey was performed
 - ii. The horizontal and vertical datums of the survey data.
 - iii. Pre-dredge elevation (surface)
 - iv. Post-dredge elevations (surface)
 - v. Station of cross-section
 - vi. Scale bar
 - c. Electronic File: ASCII file of post-processed survey data, corrected to Mean Lower Low Water (MLLW) vertical datum at the locality. Data must be in XYZ spot elevation format. The recording distance between the survey points must be five (5) feet or less. Contractor must provide raw electronic data upon request of the County.
3. Quality Control Reports (QC reports): The Contractor must submit QC reports daily to the County no later than noon (12:00 p.m.) on the following working day for the day of work reported. A QC report must be completed each day the Contractor's dredge plant is at the Site, whether or not it is working. Each QC report must include the following information regarding the Work performed that day (12:00 a.m. to 11:59 p.m.), at a minimum:
- a. Project Name.
 - b. Project Location.
 - c. Project Manager.
 - d. Date and start time and end time of each shift.
 - e. The names and titles of all crew and visitors at the Site during each shift.

- f. Equipment at the Site.
- g. The dimensions of the area dredged that day (and to date), including a reference map indicating the dredge area (hatched, shaded, or similar).
- h. The elevation of dredging achieved.
- i. For each haul barge (scow) load, the scow name, start time of scow loading, end time of scow loading, estimated volume in scow, and the time of departure when the scow left the Site for in-Bay disposal at SF-11.
- j. An estimate of the total volume dredged that day and total project volume dredged to date.
- k. A summary of other significant details of the Work, including but not limited to weather, health and safety incidents, notable spills, equipment maintenance, notable debris, and scheduled down-time.
- l. Full description of any incidents or notable occurrences.
- m. All other reporting requirements per the Regulatory Permits.

C. Post Construction

- 1. Notice of Completion of Work: The Contractor must submit a Notice of Completion of Work to USACE, as required in the USACE permit.

22-04 SITE CONDITIONS

- A. Prior to submitting a Bid, the Contractor shall undertake the following:
- 1. The Contractor shall conduct a Site inspection and be responsible for reviewing all the Contract Documents, including reference documents and appendices, and making an independent assessment of the conditions affecting the Work.
 - 2. The Contractor shall satisfy itself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon equipment access, availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric

power, roads, and uncertainties of weather or similar physical conditions at the Site; the conditions of the ground; the character of facilities needed during the Work; and all other matters that can in any way affect the Work or the cost thereof under this Contract. Contractor's equipment access within the entrance to the Marina and within the Marina is restricted by the presence of existing structures as shown on the Contract Plans. The Contractor shall pay close attention to the approximate dimensions of navigation fairways and obstructions to properly plan their work during bidding.

3. The Contractor further shall satisfy itself as to the character, quality, and quantity of surface and subsurface sediment to be encountered, based on inspection of the Site, any exploratory work done by the County, and information presented by the Contract Documents. Any failure by the Contractor to acquaint itself with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
4. Although not anticipated within the Dredge Area(s), the Contractor may anticipate underground obstructions such as utility lines, concrete foundations, soil conditions, pilings, misplaced rock, and debris. No extra payment will be allowed for removal, replacement, repair, or possible increased cost caused by such underground obstructions generally considered inherent to maintenance dredging. Any such lines or obstructions indicated in the Plans show only the approximate location and shall be verified in the field by the Contractor. The County will endeavor to familiarize the Contractor with all known underground obstructions, but this shall not relieve the Contractor from full responsibility to anticipate and locate all underground obstructions. The Contractor shall promptly (by the end of the day's shift) notify the County in writing of subsurface conditions at the Site that materially differ from those ordinarily encountered during maintenance dredging work, or as presented in the Contract Documents. The County will promptly investigate the conditions. If the County determines that the subsurface conditions do materially differ and cause an increase or decrease in the cost or time required for performance of the Work, an equitable adjustment shall be made,

and the Contract Documents shall be modified by a Change Order. Any Contractor claims will only be considered if the Contractor has given the required written notice, and if the County determines the Contractor has provided sufficient facts to justify the claims. No claims will be considered after final payment is made.

5. The Contractor shall take extreme care during completion of dredging activities to avoid damaging the adjacent shoreline rock revetments, sheetpile walls, piles, floating docks, concrete rubble and other structures inside and around the perimeter of the Dredge Area. Any damage caused to these structures by the Contractor's equipment, negligence, or Excessive Dredging shall be repaired to pre-project conditions by the Contractor with no additional compensation from the County. All repairs must be made prior to completion of the Contract.
 6. Rocks may have migrated from the adjacent shoreline rock revetment into the Dredge Area and may be encountered either at or below the current mudline within the required dredging area. If rocks are encountered, the County must be notified by the end of that day's shift. Rocks that can be removed using the Contractor's dredging equipment are considered incidental to the Work and do not constitute a change in character of the Work. If rocks or other hard materials are encountered that cannot be removed by the Contractor's dredging equipment, and are required to be removed by the County, any equitable adjustment in Contractor time and price shall be made in accordance with the Special Provisions.
- B. Available grain-size information previously collected from dredged sediment samples within the Dredge Area are included in Appendix F of these specifications. Results of these investigations may be used as a general guide for classifying sediment for the intended purposes but should not be relied upon to provide a complete and total representation of the subsurface conditions. The Contractor shall make its own interpretation and conclusions on the information presented in the investigation.

22-05 PRE-CONSTRUCTION SITE WALK

- A. A Site walk with a representative from the County, the Harbormaster, and the contractor will be required on no more than seven (7) calendar days prior to commencement of dredging.
- B. During this Site walk, the existing Site conditions will be documented in writing and by photographs, including existing damage, if any, at the Site and adjacent properties. The Contractor's failure to do so will be deemed a waiver of any objection to the County's determination of damage to the Site and adjacent properties as a result of the Contractor's Work.
- C. Each facility shall be photographed in sufficient detail to be able to provide a reasonable assessment of its physical condition. Photographs shall be taken with a digital camera at a resolution of not less than 2 megapixels. Each photograph shall be annotated with the date and time of the photo, the name of the photographer, the location, and a description of the content. Photographs shall be supplied in JPEG format and shall be provided electronically or via external drive.
- D. Any damage caused to existing facilities and structures by the Contractor's equipment, negligence, or Excessive Dredging shall be repaired to pre-project conditions by the Contractor with no additional compensation from the County. All repairs must be made prior to completion of the Contract.

22-06 PROTECTION OF FACILITIES

- A. The Contractor is solely responsible for all Contractor operations, personnel, and equipment, and will be solely responsible for the condition and safety of the Site.
- B. The Contractor shall protect all facilities from damage during any Work. The Contractor shall notify the County of any damage that occurs due to the Contractor's actions or negligence, and repair or replace damaged items to the satisfaction of the County at no additional expense to the County. The County may withhold progress payment to cover the cost of such repair if it is not completed within a reasonable time to the satisfaction of the County. The Contractor must notify the County immediately if any damage to the structures occurs caused by the

Contractor's action.

- C. The Contractor shall take all necessary measures to protect boats and other facilities in the vicinity of the Work area. The Contractor, at their own expense, shall have personnel available at all times to immediately wash off or clean as necessary any water or dredged material dropped or splashed on boats, floats, gangways, sidewalks, or streets. Contractor must inspect the facilities at the end of each work day and clean any spilled dredged sediment.

22-07 HYDROGRAPHIC SURVEYING

- A. All vertical elevations for this project will be referenced to the MLLW datum at the locality.
- B. The County will perform and provide to the Contractor one Pre-Dredge Survey and one Post-Dredge Survey, as defined below:
 - 1. Pre-Dredge Survey: Bathymetric survey conducted by a California State licensed surveyor prior to dredging commencement. This survey will encompass all Dredge Areas and will be used as the basis for calculating dredging volumes from within the Dredge Template. This survey will be performed approximately one (1) month prior to the start of dredging and submitted to the agencies by the County as required by the Regulatory Permits. The Pre-Dredge Survey will be used to calculate the maximum Pay Volume available for this contract. The total volume up to the Non-Pay Allowable Overdredge Elevation will also be calculated and reported to the agencies, per permit requirements. The Pre-Dredge Survey information will be provided to the Contractor as a PDF survey map and in electronic XYZ format.
 - 2. Post-Dredge Survey: Bathymetric survey conducted by a California State licensed surveyor on or within seventy-two (72) hours after the final day of dredging. This survey will encompass all Dredge Areas and will be used to determine final dredge elevations and total volume removed for reporting to the agencies, per permit requirements. The Post-Dredge Survey information will be provided

to the Contractor as a PDF survey map and in electronic XYZ format.

- C. The Contractor is responsible for providing Daily Progress Surveys and Dredge Area Completion Surveys as defined below:
1. Daily Progress Surveys: Bathymetric surveys provided by the Contractor to document progress of dredging activities.
 - a. Daily Progress Surveys may be performed by the Contractor's crew or by a Third-Party Surveyor.
 - b. Daily Progress Surveys may be multi-beam, or single-beam with maximum trackline intervals of twenty-five (25) feet.
 - c. Daily Progress Surveys should accurately depict the daily progress of the dredging Work and must be submitted as part of the Contractor Daily Reports.
 - d. Daily Progress survey results may be used to adjust construction procedures to ensure that the configuration of the work conforms to the Plans and permit requirements. The Contractor may be required to adjust its construction procedures to ensure compliance with the Plans and permit requirements, at no additional expense to the County.
 - e. Daily Progress Surveys will be used by the County to help verify that all required dredging within a Dredge Area has been completed, prior to the Contractor performing the Dredge Area Completion Survey (as defined below).
 2. Dredge Area Completion Survey: Bathymetric surveys conducted by the Contractor to determine completion of a Dredge Area.
 - a. Dredge Area Completion Surveys must be performed by a Third-Party Surveyor.
 - b. Daily Progress Surveys may be multi-beam, or single-beam with maximum trackline intervals of twenty-five (25) feet.
 - c. Dredge Area Completion Surveys must encompass all areas dredged to date and include volume calculations for the Dredge Area from which the Contractor is requesting Final Acceptance.

- d. Dredge Area Completion Surveys will be performed when the Contractor has demonstrated completion of Work within each Dredge Area through submittal Daily Progress Surveys.
 - e. Dredge Area Completion will be used by the County to help verify that all required dredging within a Dredge Area has been completed prior to the county approving the Contractor's advancement to the next Dredge Area. If all of the dredging within a Dredge Area has not been satisfactorily completed, as determined by the County during review of the Dredge Area Completion Survey, the Contractor shall correct the deficiencies indicated in the survey, re-survey the area, and the County will review the re-survey to confirm that dredging within that Dredge Area has been satisfactorily completed.
 - f. Dredge Area Completion Surveys will be used for measurement and payment for each Dredge Area. Volumes shall be provided by the Third-Party Surveyor and will be confirmed by the County.
 - g. The County reserves the right to conduct its own surveys during construction to verify the Contractor's survey work. In the event of a discrepancy, the County may choose to retain another surveyor mutually acceptable to both the Contractor and County to resolve the discrepancy.
- D. Both the County-provided and Contractor-provided hydrographic surveys must conform to the following requirements:
- 1. All surveys must be performed using single-beam or multi-beam bathymetric survey equipment.
 - 2. Survey procedures must conform to Class 1 criteria as set forth in the USACE Hydrographic Surveying manual. Data recording, annotation, and processing procedures must be in accordance with the USACE Hydrographic Surveying manual and the Project Specifications.
 - 3. Horizontal position of soundings must be stated in California State Plane Coordinates, Zone III, North American Datum of 1983 (NAD83), U.S. Survey Foot.

4. Vertical elevations must be stated in terms of MLLW at the datum at the locality and must note the tidal epoch used to establish the MLLW datum.
 5. The Contractor must conduct surveys using an electronic system positioning method approved by the County.
 6. The Contractor must use an echo sounder to obtain soundings. The analog recording of soundings must indicate a calibration check (bar check) of the echo sounding at the beginning and end of each analog paper change and at such times as necessary to ensure sounding accuracy. Echo sounder must have a frequency of two hundred (200) to two hundred and ten (210) kilohertz (kHz). The top of the return signal trace must be the point of interpretation of sounding. The bar check must be taken at identical locations.
 7. Tidal vertical elevation control must be through the means of an automatic tide recording gauge with water level sensor. The tide gauge must provide a continuous recording of tidal change for every five (5) minute interval or each one-tenth (0.1) foot change, whichever occurs first. Tidal changes must be recorded in MLLW datum with these changes synchronized in time with cross-section survey time. A printed record of the tidal changes and time correlation must become part of the Contractor's survey records. In lieu of an automatic tide recording gauge, the Contractor may submit a manual method of keeping track of tidal changes for approval by the County.
- E. Contractor provided surveys will be paid as part of the Dredging Work, as defined in Section 9-6.

PART 2 – MATERIALS (Not Used)

PART 3 – EXECUTION

22-08 GENERAL

- A. The Contractor shall remove sediment within the required dredging limits

as described in the Contract Documents to achieve the project objective.

- B. Dredging outside of the Dredge Area (with the exception of Slough Material) and/or below the Non-Pay Overdredge Elevation, which is the maximum overdredge elevation permitted, is considered Excessive Dredging and will not be paid for, and may require corrective action as directed by the County. All corrective actions or fines as a result of the Contractor's Excessive Dredging shall be at the Contractor's sole expense.
- C. If the Base Bid and any or all of the Optional Additive Bid Items are awarded, dredging must occur in the following order of priority, unless otherwise approved by the County in writing:
 - 1. Dredge Area A (Base Bid)
 - 2. Dredge Area B (Base Bid)
 - 3. Remaining Dredge Areas (Optional Additive Bid Items) as directed by the County. The County will take water depth for transport of loaded scows into consideration when developing sequencing plan.
- D. The Contractor shall maintain public safety measures at all times during completion of dredging activities, in compliance with the approved Public Safety Plan, including signs, barricades, flaggers, and so on. The Contractor shall notify the County at least twenty-four (24) hours prior to dredging adjacent to a public area so the County can set up pedestrian barricades.

22-09 MEETINGS

- A. Pre-Construction Meeting: Within fourteen (14) calendars days after NTP, the Contractor must meet with the County and the County's Representatives to review the project schedule, contacts, and other pertinent items. The County will prepare an agenda and provide meeting notes to attendees.
- B. Weekly Meetings: The Contractor must attend weekly meetings with the County for the duration of the construction Work. The weekly meeting date

will be determined at the Pre-Construction meeting. The County will prepare the agenda and provide meeting notes to attendees. The Contractor must provide the County with the most recent Weekly Survey no less than twenty-four (24) hours prior to the meeting.

- C. Close-Out Meeting: Within seven (7) days after dredging is deemed complete by the County, the Contractor must meet with the County to review the po

22-10 EQUIPMENT

- A. Dredging and in-water disposal shall be performed using waterborne mechanical dredging and scow transport methods. All equipment must be appropriately sized for the site conditions. No additional payment or accommodations will be allowed if the Contractor fails to provide equipment that can access all awarded dredge areas within the marina.
- B. The Contractor shall use spuds to anchor and control the position of its equipment during dredging. Anchors, chains, lines, cables, and similar equipment are not permitted because they have the potential to interfere with or cause damage to passing vessels and existing structures.
- C. The Contractor's floating dredging and disposal equipment must be certified as sea-worthy by the USCG prior to mobilization on the Site and must be maintained in working order during the project.
- D. The Contractor shall furnish, maintain, and operate all dredging and disposal equipment of sufficient size and type to efficiently remove the dredged sediment to achieve the project objectives in a lawful manner.
- E. The dredging plant, equipment, labor, and materials shall not be removed from the Site prior to completion and acceptance of the Contract Work without written permission from the County.
- F. The Contractor shall observe all applicable State of California standards and regulations regarding air quality emissions and fueling of the dredge and attendant plant.
- G. All equipment shall be subject to the approval of the County.

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

22-11 DREDGING TEMPLATE

Sediment shall be dredged within the Dredge Area as shown in the Plans and as described below to achieve the project objective.

- A. Limit of Dredging: Dredging shall be completed to the lines and elevations indicated in the Contract Documents. No dredging shall occur outside the Limit of Dredging for each Dredge Area as indicated in the Plans.
- B. Allowable Overdredge: Overdredging to the Non-Pay Overdredge Elevation, which is the maximum overdredge elevation permitted at an elevation of two (2) feet below the Required Dredge Elevation, will be permitted only in areas where material is currently above the Required Dredge Elevation. The first foot of material removed below the Required Dredge Elevation (to the Pay Overdredge Elevation) will be measured and paid for at the Contract unit price. The second foot of material removed below the Required Dredge Elevation (to the Non-Pay Overdredge Elevation) is allowable but will not be paid. Dredging is not permitted below the Non-Pay Overdredge Elevation.
- C. Side Slopes: Side Slopes will naturally form around the dredge cut as sediment sloughs adjacent to vertical dredge cuts to attain a natural angle of repose. The Side Slopes are outside of the Limit of Dredging; as such, the Contractor is not permitted to dredge the Side Slopes. However, the Contractor is required to remove Slough Material that falls into the Dredge Area/Limit of Dredging, if that sediment protrudes above the Required Dredge Elevation. Slough Material that is removed is payable only above the Slough Material pay limit depicted in the Plans which does not include Pay Overdredge. The Slough Material pay limit may not be the final natural angle of repose encountered during dredging. Side Slopes sloughing shall not be the basis for claims against the County, including but not limited to additional sediment required to be removed if the natural angle of repose is shallower than the Slough Material pay limit.

- D. Under Floating Docks: With the exception of the headwalk at Docks 27, 28, and 29, sediment under floating docks does not have to be removed; however, if dredged, the removed material from under floating docks will be paid for at the contracted unit rate for that Dredge Area. All dredged sediment must be removed from the Site and disposed at SF-11. The County will compare the Pre- and Post-Dredge surveys to confirm that no sediment was placed under the marginal walks and main walks from the entrance areas, fairways and berths. All sediment under the Docks 27, 28, and 29 headwalk must be removed to a minimum of -4' MLLW.

22-12 DREDGING OPERATIONS

- A. The Contractor shall notify the County forty-eight (48) hours prior to the start of any dredging activities. Dredging shall not start until the County approves the start date.
- B. Each work day, the Contractor shall contact the County at the beginning and end of each shift to review upcoming and completed work.
- C. The Contractor and County shall jointly conduct a pre-construction Site walk-through prior to start of dredging activities to observe and document the existing site conditions. Observations shall include the rock revetment, boat ramp, floating docks, fuel dock, fender systems, pilings and anchoring lines, concrete rubble or other facilities adjacent to their work areas. Any existing damage shall be documented and photographed by both parties.
- D. The Contractor shall protect all facilities from damage during completion of any Work. The Contractor shall notify the County of any damage that occurs due to the Contractor's actions or negligence, and repair or replace damaged items to the satisfaction of the County at no additional expense to the County. All repairs must be made prior to completion of the Contract.
- E. The marina must remain fully operational, and the Contractor must conduct Work in such a manner to minimize interference with marina operations, as coordinated with the Harbormaster. The Contractor must not block channels when it can be avoided, and must allow boat traffic to

continue with minimal interruptions. The Contractor must coordinate with the County on a daily basis to inform the County of planned activities for a three (3)-day rolling window. The Contractor must account for these potential inherent delays in its construction sequencing, schedule, and cost.

- F. The Contractor must observe the rules and regulations of the State of California and agencies of the U.S. Government prohibiting pollution of the waters of the Bay caused by dumping refuse, rubbish, debris, and so on, in Bay water.
- G. Should the Contractor, during the progress of the Work, lose, dump, throw overboard, sink, or misplace any materials, machinery, or appliances that are declared by the USCG or USACE to be dangerous to or obstruct navigation, the Contractor shall immediately recover and remove same, without expense to the County. The Contractor shall give immediate notice with description and location of such obstructions to the County.
- H. All dredging and disposal operations shall be in compliance with all Contractor-prepared and County-approved submittals required by these specifications.

22-13 DISPOSAL OF DREDGED SEDIMENT

- A. Unless directed otherwise by the County, the Contractor shall place all dredged sediment as described in the approved DOP. Any deviation from this plan must be approved by the County in advance.
- B. Stockpiling of dredged sediment or Incidental Debris at the Site or hauling of the sediment or debris via trucks from the Site is not permitted. All sediment and debris must be transported from the Site via floating scows.
- C. The Contractor becomes the owner of, and is responsible for, dredged sediment and debris once it is dredged to be loaded on a scow for transport.
- D. The Contractor must comply with all permit conditions regarding scow overflow restriction requirements.

- E. Any dredged sediment that spills, sloughs, or is lost from the scow at any time while loading, transporting, or offloading may be subject to corrective action as directed by the County and/or the regulatory agencies, at the Contractor's sole expense.
- F. All rubbish, garbage, and other discarded materials resulting from dredging and disposal operations shall be retained in containers until removed by the Contractor for proper upland disposal. All chemical waste, such as oil and grease, shall be retained by the Contractor in special tanks until properly disposed of at a permitted upland disposal facility that can accept such waste, at no additional cost to the County. Handling, transport and disposal of all non-sediment materials is incidental to the Work for dredging and disposal. See Special Provision 14-3, of the Special Provisions, for the Waste Management Plan and Daily Transit Report.

22-14 POSITIONING CONTROL

- A. The Contractor shall provide and maintain its own horizontal control system to ensure that no Work will be performed outside the designated Dredge Area. The Contractor shall also install and maintain its own vertical control system, including use of tide gages, to control the dredging operations. The Contractor must provide the County with remote access to the horizontal and vertical control systems (DREDGEPAK† or similar) so that the County can monitor the location of the dredge and the dredging bucket at all times.
- B. The Contractor shall record and maintain electronic positioning records of the dredge and scows during the entire dredging operation at the dredge site, disposal operations at the SF-11 disposal site, and en route to and from the disposal site. These records shall be submitted on a weekly basis each Friday during dredging operations to USACE, with a copy submitted to the County. Electronic positioning records shall conform to all requirements in effect at the time of dredging, as set forth in the USACE permit.

22-15 EQUIPMENT BERTHING

- A. The County will provide free berthing for the Contractor's floating equipment. All arrangements regarding the availability and location of such berthing areas shall be made through the County.
- B. Any damage to the fenders, substructure, pilings, bollards, pier deck, or other harbor facilities resulting from the Contractor's berthing activities shall be repaired by the Contractor immediately and at no cost to the County. The County may withhold progress payment to cover the cost of such repair if it is not completed within a reasonable time to the satisfaction of the County. The Contractor must notify the County within twenty-four (24) hours if any damage to these structures occurs caused by the Contractor's actions.

22-16 SITE CLEANUP

- A. At the conclusion of each work day, the Contractor shall clean off all floats, boats, gangways, and street areas and leave such facilities in the same condition as they were at the start of work.
- B. During the dredging operations, the Contractor shall take all necessary measures to protect all boats in the vicinity of the Work area. If any of the dredged sediment is dropped or splashed on any boat, the Contractor shall immediately remove such sediment as necessary at the Contractor's expense.
- C. Upon completion of the Work and prior to final acceptance by the County, the Contractor shall perform final cleanup of the Site, which includes all final inspections, repairs to any damage as directed by the County, and removal of dredging plant and associated equipment. The Contractor shall leave the Site in the same condition or better than it was prior to mobilization.
- D. Should contractor fail to perform Site cleanup after being provided direction by the Engineer, the County reserves the right to perform Site cleanup through other means. Any costs incurred for Site cleanup that is incurred by the County will be deducted from demobilization payments to the Contractor.

22-17 INSPECTION

- A. The County will assign a representative to this Work during all dredging and disposal operations. The County will notify the Contractor of observed deviations from the DOP, other Contractor submittals, dredging extents, and Required Dredge Elevations and of non-compliance with permit conditions, and will also inspect to ensure that all sediment and Incidental Debris are disposed of at a site(s) approved by the dredging permits.
- B. County inspection in no way alleviates the Contractor's responsibility to comply with all permit conditions, the DOP and other approved submittals, and the Contract Documents.
- C. The Contractor shall, without additional compensation, provide complete cooperation and unrestricted access for inspection, including transport to the dredge, scow, and tug via the Contractor's crew boat, and travel with scow and tugboats to the disposal site(s).

22-18 ADVANCEMENT TO A SUBSEQUENT DREDGE AREA

- A. The Contractor shall provide the County with a written request to advance to the next Dredge Area no less than five (5) days prior to the actual date of advancement, to assist the County with planning for temporary relocation of vessels. The County will coordinate all activities for the relocation of vessels within a Work Area.
- B. The Contractor shall communicate daily with the County and provide additional written notice to the County no later than three (3) calendar days prior to the completion of a Dredge Area.
- C. The Contractor may not advance to a subsequent Dredge Area until the County has reviewed the Dredge Area Progress Survey and approved the Dredge Area as complete. The County anticipates that review can be completed within 24 hours if a legible Progress Survey is provided electronically.

22-19 FINAL EXAMINATION AND ACCEPTANCE

- A. If the Post-Dredge Survey indicates that any of the required Dredge Area

has not met the Required Dredge Elevation and/or required extents of dredging, in accordance with the Contract Documents, and the County has determined that the Contractor's dredging has not achieved the project objectives, the Contractor must take corrective action to complete the required Work as directed by the County.

- B. Final acceptance will be provided after the County has determined that the project objective was achieved, demobilization is completed as described herein, and all required submittals have been received and approved by the County.

-END OF SECTION-

SECTION 23

PRECAST CONCRETE PILES

PART 1 – GENERAL

23-01 SUMMARY

- A. The Work in this Section specifically consists of the following Bid Items:

Schedule “F” (Optional Additive)

Item 10: Concrete Navigation Pile Furnish and Install

- B. This Work in this Section consists of furnishing all labor, transportation, equipment, material, and incidentals necessary for the design, fabrication, and installation of precast pre-stressed concrete piles in accordance with the Plans and Specifications.
- C. This section covers design criteria for the navigation marker pile including design, manufacture, and installation.
- D. The proposed navigation marker piles locations are indicated in the Plans. The navigation marker pile shall meet all pertinent requirements of these Specifications and shall be designed by the Contractor. The navigation marker pile details shown in the Plans are for reference only. All material shall be compatible and intended for the saltwater environment. The approved guide piles shall be furnished and installed complete, if noted in the Plans.
- E. All piles shall meet the minimum embedment depths specified in the Plans.

23-02 RELATED SECTIONS

- A. The work in the Section is related to the following:
1. Plans and general provisions of the contract, including General Conditions and Special Provisions
 2. Section 26 – Structural Welding

23-03 DEFINITIONS

- A. Blow Count – Blow count is defined as the number of blows required to advance the pile into the soil by 1 foot without the assistance of water jet or other means.
- B. Elevations – Elevations are referenced to the benchmark indicated in the Plans.
- C. Fixed Leads – Fixed leads are defined as leads that are attached to the boom at the top, supported at the bottom, and capable of spotting the pile in its correct position and maintain alignment during driving. The degree of rigidity and strength acceptable will be subject to the review of the Engineer.
- D. Rated Hammer Energy – The rated hammer energy is defined as, for diesel hammers, the product of the rated stroke times the ram weight.
- E. Set – Set is defined as the pile penetration in inches per blow.
- F. Termination Blow Count – Termination blow count is defined as the blow count at which driving may be terminated. Termination blow count will be established by the Engineer, if appropriate.
- G. Transferred Hammer Energy – Transferred hammer energy is defined as the energy transferred to the pile head as determined from measurements using the pile driving analyzer.

23-04 REFERENCE STANDARDS

- A. The Contractor shall comply with provisions of all local, state, and federal codes, specifications, standards, and recommended practices, except as otherwise indicated, and, in particular, of most recent English measurement edition, unless otherwise noted, and addenda thereto of.
- B. American Concrete Institute (ACI)
 - 1. ACI 117, Standard Tolerances for Concrete Construction and Materials
 - 2. ACI 301, Specifications for Structural Concrete for Buildings
 - 3. ACI 315, Details and Detailing of Concrete Reinforcement

4. ACI 318-08, Building Code Requirements for Structural Concrete and Commentary
5. ACI SP-66, ACI Detailing Manual

C. American Welding Society (AWS)

1. AWS D1.4, Structural Welding Code – Reinforcing Steel

D. ASTM International

1. ASTM A184, Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
2. ASTM A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
3. ASTM A706, Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
4. ASTM A767, Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
5. ASTM A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
6. ASTM A970, Standard Specification for Headed Steel Bars for Concrete Reinforcement
7. ASTM A1064, Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
8. ASTM C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field
9. ASTM C33, Standard Specification for Concrete Aggregate
10. ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
11. ASTM C94, Standard Specification for Ready-Mixed Concrete

12. ASTM C143, Standard Test Method for Slump of Hydraulic Cement Concrete
13. ASTM C150, Standard Specification for Portland Cement
14. ASTM C171, Standard Specification for Sheet Materials for Curing Concrete
15. ASTM C172, Standard Specification for Sampling Freshly Mixed Concrete
16. ASTM C173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
17. ASTM C260, Standard Specification for Air-Entraining Admixtures for Concrete
18. ASTM C289, Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)
19. ASTM C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
20. ASTM C494, Standard Specification for Chemical Admixtures for Concrete
21. ASTM C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
22. ASTM C1017, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete

E. California Building Standards Commission

1. 2019 California Building Code (2019 CBC)

F. California State Specification 8040-01F-03

G. Concrete Reinforcing Steel Institute (CRSI)

1. CRSI MSP-2, Manual of Standard Practice for Reinforced Concrete Construction

H. Precast/Prestressed Concrete Institute (PCI)

1. PCI MNL-116, Manual for Quality Control for Plants and Production of Structural Precast Concrete Products

I. 2021 Standard Specifications for Public Works Construction (SSPWC)

J. State of California Division of Industrial Safety

1. Construction Safety Orders
2. General Industrial Safety Orders

23-05 SUBMITTALS

- A. All submittals shall be provided to the County's Engineer's for review in accordance with the Special Provisions and the requirements of this Section.

- B. Submit details of the following items for the Engineer's review:

1. The name and contact information for the pile fabricator. The fabricator is subject to approval by the County's Engineer.
2. Details of quality control procedures established, in accordance with PCI MNL-116, by the precasting manufacturer.
3. National Precast Concrete Association (NPCA) certificate, certificate of compliance, mill certificates, samples, and test results for prestressing steel, spirals, non-prestressed reinforced steel, and pile anchorage steel.
4. Concrete mix design: Concrete mix designs shall be signed and stamped by a licensed civil professional engineer registered in the State of California.
5. Certificate of compliance, samples, and test results for cement, aggregates, and admixtures.

6. A list of equipment and the methods and procedures for the manufacture, curing, transport, handling, lifting, driving, testing, and cutting off of piles. Calculations of expected pile handling stresses, assuming a minimum 50 percent impact factor, shall be signed by a licensed civil or structural professional engineer registered in the State of California.
7. Submit Shop Drawings for piles showing placement of the steel, and the use of special embedded or attached lifting devices, and the employment of other pickup points or any other method of pickup.
8. Any deviation from the Contractor's drawings pertaining to length of pile, design, or any other deviation that may affect the structural integrity of the pile shall be conspicuously shown on the Shop Drawings. The Shop Drawings shall show that the steel layout and details conform to those shown on the Contractor's drawings. The Shop Drawings shall be signed by a licensed civil or structural professional engineer registered in the State of California, with experience in designing prestressed, precast concrete piles.
9. Prepare and submit to the Engineer for approval a schedule and sequence of pile driving prior to commencing pile driving. Each pile location shall have a unique identification number.
10. Provide the Engineer with the method(s) proposed to align and maintain alignment. The Contractor shall also provide details on the methods and equipment to be used to measure alignment.
11. Completed Pile Hammer Data Sheet, attached to this section as Attachment 1.
12. No jetting is permitted unless a permit is obtained by the Contractor at no cost to the County from the appropriate state and federal agencies.

23-06 QUALITY ASSURANCE

- A. Quality assurance procedures shall be in conformance with PCI MNL-116.
- B. Concrete mix design shall be designed by the Contractor and reviewed by the Engineer.

- C. The guide piles that are proposed shall be furnished by a firm having a minimum of 10 years of experience in the design, manufacturing, and installation of similar type units.
- D. The Contractor shall provide at least one person who shall be present at all times during pile casting operations and who shall be thoroughly familiar with the methods involved and the design requirements.

23-07 DESIGN/BUILD WORK

- A. Precast concrete piles have not been designed. Approximate pile depth, diameter, and location are provided by the Engineer. The Contractor is to make reasonable bid for the cost of this item based on the dimensions and the locations shown in the Plans. The County is aware that construction and installation cost of precast concrete piles may change depending on the calculations and design developed by the Contractor. Such changes will be reviewed by the County and the Engineer and incorporated into the Contract covering the Work.
- B. The Work includes designing, furnishing, and installing precast concrete piles as shown in the Plans.
- C. Manufacture of Precast Concrete Piles
 - 1. Piles shall be solid precast units, cast monolithically and employing high-tensile steel wire reinforcing previously preloaded in a suitable pile casting bed. The Contractor is to determine the pile cross section and placement of reinforcement. The designs shown in the Plans are for bidding purposes only.
 - 2. Precast concrete piles shall be furnished as designed by the Contractor and shall be manufactured by a fabricator with at least 10 years of experience in the manufacturing of precast piles. Each pile shall be stamped or marked with the date of its manufacture, length, and a sequential casting number. Lifting points shall be designated and marked as indicated on the reviewed Shop Drawings.
 - 3. Except as hereinafter specified, casting tolerances shall comply with requirements of Division 6, Section 6.4 of PCI MNL-116. Section C6.4.1, which states that the "tolerances shown in Article 6.4 must be

considered as guidelines for an acceptability range and not limits for rejection,” shall not apply. Pile dimensions that exceed the prescribed tolerances will be cause for rejection as determined by the Engineer. When tolerances are exceeded, grinding or patching will not be permitted.

PART 2 – PRODUCTS

23-08 CONCRETE MIX DESIGN

A. General

- Concrete shall be in accordance with ASTM C94 and these Specifications. If a conflict exists between ASTM C94 and these Specifications, these Specifications shall govern.

B. Mix Proportions

- The Contractor shall determine mix proportions within the limitations stated in this section.
- The materials for concrete shall be proportioned to produce a concrete capable of being deposited to obtain maximum density with maximum smoothness of surface.
- Ultimate compressive strength at the age of 28 days shall be not less than the following values for the listed concrete classes:

Class	Type of Work/ Type of Mix	Strength (psi)	Minimum Cementitious Material per Cubic Yard (pounds)	Design Water/ Cement Ratio
A	Prestressed precast concrete piles	6,000	870	0.35

- Concrete mix shall have not less than the designated pounds of cementitious material per cubic yard of concrete and shall have the corresponding water-cement ratio.
- Water-cement ratio shall be determined by weight of water and Portland cement or weight of water and Portland cement plus pozzolan.

6. Additional cement may be used to obtain a high-early-strength concrete, subject to the approval of the Engineer.

C. Cement

1. Portland cement shall be Type II/V low-alkali cement in accordance with ASTM C150.

D. Pozzolanic Materials

1. Pozzolanic materials include fly ash and silica fume.
2. Fly ash shall be in accordance with ASTM C618, Class F.
3. Fly ash, as a percentage by weight of total cementitious material, shall not exceed 15 percent, unless otherwise approved by the Engineer. Fly ash used in concrete shall be from a single source and of a single class in combination with Portland cement of a single source and single type unless otherwise approved by the Engineer.

E. Water

1. Water shall be clean and not detrimental to the concrete.

F. Concrete Aggregates

1. Concrete aggregates shall be Grading C in accordance with SSPWC Section 200-1.
2. In addition to the requirements of SSPWC Section 200-1, concrete aggregates shall be in accordance with the following:
3. Potential reactivity shall be evaluated using the methods described in the Appendix of ASTM C33.
4. Aggregates shall be innocuous when tested in accordance with ASTM C289.
5. Aggregate shall not originate from sources susceptible to producing reactive or degenerative rock products.

G. Admixtures

1. Concrete shall contain no calcium chloride, thiocyanate, or other admixtures containing more than 0.05 percent chloride ions. Concrete shall have corrosion inhibitor admixture.
2. An approved water-reducing admixture shall be used in all concrete.
3. Water-reducing admixture shall be added to the mix in accordance with the manufacturer's printed recommendations to achieve optimum water reduction. The Engineer may allow variations in the proportions of the admixture used when variations are necessary to maintain uniform requirements under variable temperature conditions. Water-reducing admixture shall be added to the batch in the mixing water in suitable dilute form.
4. When approved by the Engineer, a high-range water-reducing admixture may be used in the mix to increase the allowable slump or to reduce the water/cement ratio. High-range water-reducing agents added at the batch plant shall be formulated to provide the extended slump retention necessary to place the concrete prior to experiencing loss of slump. High-range water reducer shall not replace required water reducer unless approved by the Engineer. An approved high-range water-reducing admixture shall be used in all concrete containing silica fume.
5. An approved air-entraining admixture shall be used in all concrete except any concrete containing silica fume.
6. Total air content: 3 percent, determined in accordance with ASTM C173.
7. The Engineer may rescind the approval for use of an admixture that demonstrates incompatibility with the cement or pozzolan being used on the Work. A rejected admixture shall be replaced with one that demonstrates compatibility.
8. Air-entraining admixture shall be in accordance with ASTM C260.

9. Water-reducing admixtures for concrete shall be in accordance with ASTM C494, Type A, except it shall meet the above requirements and shall be nontoxic after 30 days.
 10. High-range water reducers shall be in accordance with ASTM C494, Type F or Type G.
 11. Non-chloride accelerators shall be in accordance with ASTM C494, Type C or Type E.
 12. Corrosion inhibitor admixture shall have a minimum 30 percent calcium nitrite solution and comply with the requirements of ASTM C 1582 and/or ASTM C494, Type C. Corrosion inhibitor admixtures shall be DCI S by W. R. Grace, MasterLife CI 222 (formerly Master Builders Rheocrete 222+) by BASF, Eucon BCN by Euclid Chemical, or approved equal.
 13. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Furnish a compliance statement that the admixture used satisfies all requirements of this section.
- H. The Contractor shall make six, 6-inch-diameter by 12-inch-long test cylinders for the County for each pile manufactured. The County may, at its discretion, reduce the required number of cylinders at any time if satisfied that the required concrete strength is being attained and that the concrete and curing processes are uniform. The cylinders shall be properly labeled with the date and pile number of the pile being manufactured. After curing, the cylinders shall be delivered to the County.
- I. Materials for Curing
1. Curing compound shall be a clear membrane-forming Type 1 in accordance with ASTM C309.
 2. Sheet materials for curing concrete using the curing-blanket method shall be in accordance with ASTM C171 and shall be a minimum of 4 mils thick.

23-09 HI-TENSILE REINFORCING

- A. Small-diameter prestressing strands shall be of the uncoated seven-wire high-tensile-steel cold-drawn type, stress relieved after the wires have been formed into strands. The strands shall conform in physical properties to those set forth in ASTM A1064, Grade 270. Nominal size of strands shall be as shown in the Plans. High-strength single-wire and high-strength alloy bars, when shown in the Plans or required, shall meet standards of PCI unless otherwise specified.
- B. A microscopic and metallographic examination will be made by the County on representative sections of the wire that have been previously stressed to 70 percent of their ultimate strength. The appearance of laminated structure or metallurgical defects will be grounds for rejection.
- C. All strands shall be free of dirt, rust, oil, grease, or other deleterious materials and shall be accurately positioned, held in-place, and tensioned before concrete is placed.

23-10 REINFORCING BAR AND WIRE

- A. All spiral reinforcing wire shall meet the requirements of ASTM A1064, Grade 270, low relaxation. The pile shall contain spiral steel reinforcing of the pitch and size shown in the Plans.
- B. Reinforcing steel shall be ASTM A615, Grade 60 smooth or deformed.

23-11 PILE MANUFACTURING CRITERIA

- A. Piles shall have suitable identification numbers, at least 5 inches in height, impressed in the concrete, as specified elsewhere in these Specifications, indicating the sequence in which piles were manufactured. These numbers shall be located on the same face of the pile, approximately 3 feet from each end. A record shall be kept on each pile showing the date manufactured, results of test cylinder testing, and any other pertinent data required by the Engineer.
- B. The piles shall be manufactured to the following dimensional tolerances:
 - 1. Length, ± 1 inch.

2. Deviation from a straight line shall be less than 1/8 inch within any 10 feet of pile length. The total deviation from true centerline (straight line drawn between centerline of pile ends) of pile shall not exceed 1/2 inch at any point along the length of the pile when pile is in true plumb position.
 3. Cross sections shall be within -1/4 inch to +1/2 inch.
 4. Pile head $\pm 1/2$ degree from a true right-angle plane.
 5. Surface irregularities, $\pm 1/8$ inch.
 6. Location of reinforcing steel shall be as follows:
 - a. Reinforcement cover, -0 inch, +1/4 inch.
 - b. Spacing of spiral $\pm 1/2$ inch.
 7. Location of prestressing strands in relation to the longitudinal axis of the pile shall be minus 1/4 inch plus 0.0 inch from that indicated throughout whole length of pile.
- C. Failure to maintain the pile dimension tolerance and the reinforcing location tolerances will be cause for rejection of the pile.
- D. When lifting anchors are used in concrete piles, they shall be not less than 1 inch clear from the reinforcing or prestressing steel in the pile.
- E. Lifting anchors shall be removed to a depth of not less than 1 inch below the surface of the concrete, and the resulting depression shall be scrubbed and blown clean of all loose material, then filled with epoxy mortar before piles are delivered to the Site. Epoxy adhesive shall comply with the requirements of California State Specification 8040-01F-03 and only the product of one manufacturer shall be used for all this Work. Submit a certificate of compliance for the product selected.

23-12 FORMS

- A. Forms shall be steel and shall be designed, fabricated, setup, and maintained so as to produce a finished pile ready for driving, free from defects and conforming to the tolerances specified herein. Forms shall be

made with sufficient rigidity and shall be supported as necessary to prevent deformation and settlement during placing, vibrating, finishing, and curing of concrete. Forms shall be constructed and assembled to prevent damage to the pile upon form removal. Forms shall be setup and arranged to provide ample working space and easy access to conduct all necessary operations. Forms shall permit longitudinal movement of the pile without damage during the transfer and release of the prestressing force. Forms shall be free of dents, creases, and other irregularities. Forms shall be thoroughly cleaned and oiled prior to each use.

- B. Forms shall be designed to allow prestressing of the strands and subsequently allow adequate access for placing and tying reinforcement and for positioning and anchoring all embedded items.
- C. Take particular care to ensure that end bulkheads are plane and square to the axis of the pile.
- D. Except for the top horizontal surface that may be hand-finished, all concrete surfaces of the pile shall be formed. Methods of forming that involve extruding any portion of the pile are not acceptable unless otherwise approved by the Engineer. Such approval will be based on satisfactory prior experience of both the pile manufacturer and the Superintendent in producing prestressed concrete piles of the size required.

23-13 PLACEMENT OF REINFORCEMENT UNITS

- A. The reinforcing steel shall be installed in the casting beds in the exact shape and dimensions as designed by the Contractor. Strands and reinforcing bars shall be positively held in position so that the assembled steel will retain its position after stressing and during placement of concrete.
- B. Templates shall be used to properly and accurately space strand. Before assembling the steel, the spiral hooping shall be formed as indicated by the Contractor.
- C. The spiral reinforcing shall, as a minimum, be firmly tied to at least four prestressing strands. These ties shall be approximately equally spaced and in separate quadrants. Ties shall be made at every other intersection

resulting in ties at two pitch distances apart along four strands. At both ends of the unit, ties shall be made at every intersection for the first six hoops. Ties shall be with No. 16 annealed steel wire. To gain access, it may be necessary to leave some strands unstressed until after the spiral ties are made. In such cases, the unstressed strands must be in a symmetrical pattern. All splices in the spiral shall be lapped one circumference and shall be wired together at three points. Take particular care to ensure that spirals near the ends of the pile are not displaced during concrete placement.

- D. If concrete spacer blocks are used, the strength of these shall not be less than the design strength of the pile concrete.

23-14 JETTING TUBES

- A. Jetting of piles is not permitted as indicated in these Specifications. Piles shall not be provided with internally cast jetting tubes.

23-15 PRESTRESS

- A. Anchors for the prestressing steel shall be designed to adequately resist the prestressing forces without excessive deformation and enable the operation to be carried out safely. Tendon anchorages shall be designed to hold the tendon safely at prestress tension without creep.
- B. Uniformly prestress the steel prior to being brought to design prestress. Induce the same initial prestress in each unit when several units of prestressing steel in a pile are stretched simultaneously.
- C. Initial prestress in strands and final prestress in the concrete, after allowing for losses, shall be as indicated on the Contractor's Shop Drawings.
- D. All strands shall be individually and uniformly stressed, in a symmetrical sequence, to the design load, before concrete is placed, by means of a hydraulic jack, or jacks, equipped with accurate pressure gages permitting the stresses to be computed at any time. Elongation of the strand shall be measured at the completion of the tensioning operation and shall conform to elongation tables furnished by the manufacturer of the strand. If there is a difference of more than 5 percent between the steel stress determined from adjusted elongation and from the gauge reading, the cause of the

discrepancy shall be determined and rectified before additional casting is allowed.

23-16 DEPOSITING AND FINISHING CONCRETE

- A. All strands, spirals, and other embedded items shall be secured in position and then approved by the Contractor before any concrete is ordered for any particular pile.
- B. Concrete shall be deposited continuously and as rapidly as practicable after the placing of each pile section has started and until the entire pile section has been completed in the casting bed. The concrete shall be deposited in successive layers. Hand mixing of concrete for piles will not be permitted, nor will retempering be permitted.
- C. The top surface shall be screeded and troweled to a uniform even texture similar to that produced by the forms.

23-17 VIBRATING

- A. During and immediately after depositing concrete for piles, electric or pneumatic vibrators of approved design, in numbers approved by Engineer, but not less than two, shall be used to vibrate and thoroughly compact the mixture. Particular care shall be taken to handle the concrete in such a manner as to ensure dense concrete with a good surface free from honeycomb or voids.
- B. The frequency of vibrators shall be not less than 3,600 cycles per minute. Intensity of vibration shall be sufficient to cause the concrete to flow and settle into place and to make the effect on the concrete visible over a radius of at least 2 feet. Vibrators shall be applied at points not over 2 feet apart, and there shall be an average of not less than 20 seconds of vibration per 1 foot of pile.

23-18 TRANSFER OF PRESTRESS

- A. Prestress shall not be transferred until the concrete in the pile has attained a strength in compression of at least 4,000 pounds per square inch (psi) as determined by a test cylinder testing. Transfer of prestress shall be accomplished by the simultaneous gradual release of all strands, with

hydraulic jack(s). Where release by jack is impracticable, each strand shall be burned at exposed points between anchorages. The sequence of burning shall follow a pattern calculated to equalize the forces being transferred throughout the cross section of the member. Heating for release shall use a low-oxygen flame. At least a 4-inch section of wire shall be uniformly heated to relax the prestress tension and prevent the shock encountered when strands are burned with a high-oxygen flame at a single point. Following detensioning, remove the strands to not less than 1/2 inch below the surface and patch the resulting depression with epoxy grout as used for lifting anchors.

23-19 SURFACE DEFECTS

- A. Except as specifically permitted, no rock pockets, voids, fissures, or honeycombing will be allowed. Repair of such defects will also not be permitted. Such defects will be cause for rejection of the pile.
- B. Individual small surface air bubble defects, which are defined as not exceeding 1/2 inch in mean diameter or 3/8 inch in depth, and small fissures, which are defined as penetrating less than 3/8 inch, will be accepted without repair. Defects that are up to 1 inch in mean diameter and 3/8 inch to 3/4 inch in depth may be repaired as hereinafter required.
- C. Surface defects that are greater than 1 inch in mean diameter or are more than 3/4 inch in depth, will be cause for rejection of the pile.

23-20 REPAIR OF SURFACE DEFECTS

- A. The Contractor shall repair small surface air bubble defects and small fissures throughout the length of the pile according to the criteria outlined.
- B. The grout and dry patching material shall consist of Portland cement mortar mixed in the proportion of one part Portland cement (Type II) to three parts of fine sand (passing a No. 14 to 20 mesh sieve) by volume. No more water than necessary for proper placing shall be used. No mortar shall be used that has been prepared for longer than 30 minutes, and if stiffening should occur within this period, the mix shall be discarded. Under no circumstance shall water be added to the mortar after it has been prepared.

1. Preparation

- a. The depth and direction of all small fissures shall be ascertained by probing with a 12-gauge wire, after which a 3/8-inch to 1/2-inch drill shall be used to enlarge the fissure to the depth and in the direction that was indicated by the probing. In the event the drill is broken off in the concrete, it shall be removed by any feasible means, and in no case shall it be left embedded in the concrete.
- b. All concrete surfaces to be repaired shall first be thoroughly scrubbed with a coarse, stiff, short-bristle brush before the application of the dry packing. The objective of this cleaning is to uncover holes that may be concealed by a thin film of laitance or mortar.
- c. The brushed surfaces shall be thoroughly hosed with a pressure nozzle to remove dirt and foreign objects.

2. Repair Methods

- a. After the free water has disappeared, but while the concrete surface is still damp, dry patching shall be applied to all indented, damp concrete surfaces, followed by methods prescribed herein, in a manner that will provide a positive bond between the patching material and all surfaces of the concrete, to the satisfaction of the Engineer.
- b. Mortar grout shall be compacted into the predrilled fissures in a manner that will permit no voids of entrained air to remain and will provide a positive bond between the concrete and the mortar at all interfaces. Following this step, all surface voids shall be dry packed by means mutually acceptable to the Contractor and the Engineer.
- c. Mortar patches shall be kept moist for not less than 5 days after placement. Patches that show secondary fissures, or are not bonded properly, shall be redone.
- d. In the event shrinkage occurs in the hardened patches, these shall be removed and re-patched. Provide new key ways by drilling or any other means acceptable to the Engineer. Failing to obtain a satisfactory patch will be considered as grounds for rejecting the pile or piles in question.

23-21 CURING PILES

- A. Piles shall be cured by a combination steam and water curing method, or by combinations of other methods, when approved by the Engineer in writing. Submit proposed curing method to the Engineer prior to casting.
- B. Curing duration: Piles shall be cured in the casting bed until concrete test cylinders poured during the pile manufacturing and cured in the same manner as the piles have attained a minimum compressive strength of at least 4,000 psi at initial release. Curing may be discontinued, with the approval of the Engineer, according to the following schedule: steam curing for 24 hours followed by water curing for a total curing time of not less than 7 days or water curing for a total of 10 days. Curing by membrane compound will not be allowed.
- C. Steam Curing
 - 1. Immediately after the piles have been cast and finished, they shall be enclosed in a suitable tight enclosure that will protect the pile from wind and drafts. Such chambers and enclosures shall be adequately sized to allow full circulation of steam around all surfaces of the pile.
 - 2. Instrumentation:
 - a. Install recording thermometers with suitable enclosures and an adequate power source, along with all wires and other expendables, and locate the recording thermometer pickup points at intervals not to exceed 50 feet along the length of all steam curing chambers used for curing piles under this Specification. The placing or location of the thermocouples shall alternate from the top of the piles to the bottom of the piles. The Contractor shall not commence concrete placement until all temperature recording devices have been installed and checked to the satisfaction of the Engineer. A uniform curing temperature shall be maintained throughout the entire length of all piles.
 - b. Thermocouples shall be housed in metallic conduit stubbed off 3 inches above the bottom of the enclosure. The proximity of the couple in relation to the piles shall be mutually agreed upon by the Engineer and manufacturer's representative. At the end of the metallic conduit, flexible rubber hose shall be used to protect the

wires from mechanical damage. The wires shall have at least 2 feet of slack to allow for new couples to be made without splicing, should it become necessary.

- c. For the purpose of checking the Contractor's recording thermometers, the Engineer may install its own recorders. In this case, the Contractor shall furnish the power source, necessary wires, and other expendables at locations designated by the Engineer.
 - 3. Commencing not earlier than 3 hours and not later than 4 hours after completion of concrete placement, the piles shall be subjected to the continuous action of thoroughly saturated vapor having an ambient curing temperature of not more than 150°F. Care shall be exercised to see that heat is introduced gradually to avoid thermal shock to the concrete. The rate of rise of temperature shall not exceed 40°F per hour. If the forms have been released from the piles, curing temperatures may be raised to a maximum of 160°F, with the approval of the Engineer.
 - 4. Following this steaming cycle, the piles shall be cooled gradually. Care shall be exercised to protect the piles from rapid drops in temperature, mechanical injury, and any other conditions likely to cause damage or loss of strength. The rate of drop of temperature shall not exceed 50°F per hour.
 - 5. Steam hoods shall remain in place until the difference between inside and outside temperatures has reduced to less than 20°F.
 - 6. After steam curing, moist cure using water and moisture retaining covers until a total steam and moist curing time of not less than 7 days is achieved.
- D. At time of driving, piles shall have achieved a minimum compressive strength of at least 6,000 psi.

23-22 DRIVING EQUIPMENT

A. General

1. Provide and maintain, in good operating condition, all equipment, complete with ancillary equipment (striker plates, capblock, adapters, and helmets) recommended by the hammer manufacturer as being necessary for the proper and efficient handling and installation of the piles to achieve the embedment shown in the Plans. Barges and other floating equipment shall be of ample size and capacity to handle piles of the required lengths and be stable under Site sea conditions without excessive movement or tilting during the operations of pile installation, and without causing delay to the Work.
2. Have necessary equipment items available for inspection by the Engineer. Any deficiencies in quality, quantity, or type of equipment shall be corrected prior to commencing Work. This inspection shall in no way relieve the Contractor's obligation to provide all equipment required to properly perform the Work.
3. Equipment shall be maintained in good condition and shall be capable of supporting continuous operation of the pile hammers at full rated speed and energy. Any equipment failing to meet these requirements shall be taken out of service, removed from the Site, and replaced with equipment of adequate size and in the appropriate operating condition to accomplish the Work as specified and shown in the Plans. All at Contractor's sole expense.

B. Hammers

1. The pile driving hammer shall be of the size and type able to consistently deliver an effective dynamic energy suitable to the piles to be driven and the material into which they are to be driven. Diesel impact hammers shall be used. Hammers shall be provided with proper driving helmets suited for the piles. The hammers shall be maintained in good operational condition and shall be operated at the rated speeds given by the manufacturer for the energy levels required. Minimum recommended hammer energy level is 10,000 pounds, or as determined by the Contractor to achieve embedment depth shown in the Plans.
2. Notwithstanding Paragraph B.1 above, it is the sole responsibility of the Contractor to provide a hammer that will deliver the energy that is

required to install the piles, without damage, to the specified pile tip elevation as shown in the Plans.

3. Provide suitable measuring system so that hammer stroke may be observed by the Engineer. Use a "barber pole" for diesel hammers. A stroke measuring device shall be attached by two independent methods for safety.
4. Provide hearing protection as required by the Occupational Safety and Health Administration (OSHA).
5. Pile driving equipment shall be shrouded to reduce noise and vibration emitted from the machinery.

C. Jetting Equipment

1. Jetting of piles is not permitted.

D. Protection of Pile Head

1. Capblock material shall be made of a stable and predictable material, such as aluminum-micarta, FORCE 10, as manufactured by Metex Corporation, aluminum and CONBEST as manufactured by Penn State Metal Fabricators, or other manufacturers determined by the Engineer to be equivalent. The helmet shall seat onto the pile and bear evenly and concentrically with minimum play upon the pile. The pile head shall be free to rotate in the helmet.
2. The helmet shall contain a cushion pad consisting of laminated wood placed in the pile driving helmet. The thickness of the cushion to be used can range between 6 inches and 15 inches. The actual thickness to be used for pile driving will be determined by the Engineer. A new cushion shall be placed in the helmet at the start of driving of each pile. In addition, the cushion shall be replaced in the helmet as soon as it is evident that it has begun to deteriorate.

E. Pile Driving Equipment

1. Provide fixed leads, crane, and other equipment necessary to drive piles within the tolerances specified hereinafter. Leads shall be of sufficient length so the use of a follower is not necessary. Leads shall

be straight and parallel and shall not deviate from a straight line by more than 1/2 inch over any 15-foot length. Leads shall be easily adjustable to permit axial driving without interruption if piles deviate from their shown attitude.

2. The use of swinging, hanging, or semi-fixed leads, with or without location templates, will only be permitted after written approval of the Engineer. Such approval will be based on successful prior experience in achieving specified tolerances.

23-23 TURBIDITY CURTAIN

- A. The silt curtain materials shall be selected to achieve the performance criteria. The silt curtain shall have adequate strength to withstand the expected hydraulic forces at the Site.
- B. The silt curtain shall be Department of Transportation (DOT) Type 2 Medium Duty.
- C. The silt curtain shall be fitted with a tidal compensating device and maintain a minimum 1-foot clearance under all tidal conditions. The silt curtain shall not touch the bay bottom.

PART 3 – EXECUTION

23-24 GENERAL REQUIREMENTS, PILE INSTALLATION

- A. The Engineer shall have access to, and the Contractor shall make available at all times, all materials and equipment necessary for purposes of inspection. Inspection by the Engineer may include, but is not necessarily limited to:
 1. Condition of piles prior to driving.
 2. Location of piles prior to driving.
 3. Measurement of penetration resistance.
 4. Location of piles during driving.
 5. Verification of hammer performance and energy.

6. Measurement of hammer stroke.
7. Location of piles after driving.
8. Condition of piles after driving.

B. Survey Lines and Grades

1. The Contractor is responsible for correctly locating all piles in the field based on benchmarks and base lines on the shore for the use of the Contractor in laying out the Work. The Contractor shall maintain these points and locate all the lines and grades necessary from them.
2. The Contractor is responsible for installing the piles to the required elevations.
3. Immediately after completion of the driving of each day's piling, the Contractor shall survey the actual location of the pile head and shall also establish the location of the pile.

C. The Contractor shall submit details of the following items for the Engineer's approval:

1. A Pile Hammer Data Sheet.
2. Certification of calibration of the pressure gauge used for measuring the air or steam pressure adjacent to the pile hammer.
3. Type and model of cranes, type and length of leads, details of templates, if used, pumps, and other equipment to be used during pile installation.
4. Manufacturer's specifications for the pile hammer and auxiliary equipment.
5. Driving Records: The Contractor shall engage the services of independent quality control personnel to keep records of pile driving data and inspect piles prior to driving. The Engineer may engage other quality control personnel to observe the pile driving and inspect piles. Piles judged to be broken or otherwise unacceptable shall be removed from the Site and disposed of at no cost to the Engineer.

6. Pile Location Drawing: Prepare a drawing giving an identification number to each pile location. Submit this drawing to the Engineer prior to pile driving. Use this drawing to record the identification number of the pile actually driven at each location and the date each pile was driven.

D. Handling of Piles

1. Particular care shall be exercised to avoid producing impact or shock stresses in the piles or sudden stress reversals while lifting or during subsequent handling.
2. Piles may be removed from the casting beds when concrete has attained a compressive strength of more than 4,000 psi as determined by cylinder tests.
3. Equalizer bars or slings, designed to suspend the piles at their designated pickup points in a manner calculated to limit deflection and damage to the pile, shall be provided on all lifting equipment. Chain slings around the piles shall not be used. Wire rope slings, tongs, or other lifting apparatus shall be so designed as to minimize jerking of the slings or swinging.
4. Storage of piles shall be upon substantial and unyielding foundations.
5. Sufficient blocking shall be provided and installed to ensure that stored or stacked piles will be supported at the designated pickup points plus one intermediate row of supports between each pickup point.
6. Tiered members shall have their bearing points located one above the other.
7. Tiering of piles more than four high or storage of materials or equipment upon the piles will not be permitted.
8. All members secured for shipping shall have adequate hold-down ropes or bands and shall be properly chocked to prevent movements and damage during transportation.

9. All piles damaged and/or overstressed by improper handling shall be replaced by and at the Contractor's expense.

E. Installation of Piles

1. Contractor may remove, stockpile, and replace existing rip rap scour protection as needed to facilitate installation of piles.
2. Precast prestressed concrete piles shall be driven to the calculated tip elevations.
3. Each pile shall be marked with chalk, or by other removable means, at 1-foot intervals for the purpose of recording the penetration resistance and depth of penetration of the pile. The marks shall be clearly visible. Provide additional marks at 0.1-foot intervals at selected locations as requested by the Engineer.
4. The Contractor shall provide the Engineer with means and methods for installation of piles through rock slope, if encountered. The rock slope shall be restored to condition prior to construction after pile driving is complete and accepted by the Engineer.

- F. Use special precautions when handling and driving piles to avoid damage to any facilities either existing or under construction.

G. Pile Driving

1. Prestressed (precast) concrete piles shall not be driven at an age less than 21 days and until a test cylinder, made from the concrete pour for the piles involved and cured with the piles, shows a strength of at least the required values shown in the Plans for 28-day strength.

H. Tolerances and Driving Criteria

1. Piles shall be driven with a variation of not more than 1.0 percent from the vertical. Pile tops shall not vary from the design horizontal control position shown in the Plans by more than 1 inch. After driving piles, no lateral force shall be applied to the piling by the Contractor except as approved in writing by the Engineer.

2. The piles shall be driven using fixed leads, unless otherwise approved by the Engineer. The leads shall hold the pile in its proper position during initial driving and be able to maintain axial alignment with the hammer at all times. Also, the leads shall be designed so as not to restrain the pile from rotating about its axis during driving.
3. Pile behavior during driving will be monitored and recorded by the Engineer. Provide the Engineer with a suitable means or device that will indicate the penetration of the pile from a reasonable and safe distance from the pile and driving leads. Allow the Engineer to have access to any pile driving or survey information in the Contractor's records.
4. The heads of all prestressed (precast) concrete piles shall be protected during driving by a helmet containing suitable thicknesses of capblock and cushion to prevent damage to the piles.

I. Pile Extraction

1. Damaged piles and out-of-tolerance piles that are rejected by the Engineer may be extracted by means of vibrating, pulling, and/or other methods acceptable to the Engineer. The use of external jetting to remove piles will not be permitted. The extracted piles shall be made available to the Engineer to inspect for damage.

END OF SECTION

Attachment 1

PILE HAMMER DATA SHEET

HAMMER	Manufacturer _____ Model _____ Type: _____ Serial No.: _____ Rated Energy _____ @ _____ Length of Stroke _____ Explosive Force: _____
TRIPPING	(Air/stream hammers only) Location of Valves with Respect to Top of Cap Block in Inches Intake _____ Cut-Off _____
RAM	Ram Weight: _____ Ram Length: _____ Ram Cross Sectional Area: _____ (for diesel hammers)
ANVIL	(With diesel hammers) Anvil Weight: _____
CAPBLOCK	Material: _____ Area: _____ Thick _____ Modulus of Elasticity - E _____ (P.S.I) Coefficient of Restitution - e _____
PILE CAP	Helmet Bonnet -Weight: _____ Anvil Block Drivehead
CUSHION	Cushion Material: _____ Area: _____ Thickness _____ Modulus of Elasticity - E _____ (P.S.I) Coefficient of Restitution - e _____
PILE	Type: _____ Pile Size: Length (In Leads) - _____ Diameter - _____ Material: _____ Weight/Ft: _____ Design Pile Capacity: _____ (Tons)

SECTION 24

STRUCTURAL STEEL

PART 1 – GENERAL

24-01 SUMMARY

- A. The Work of this section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to fabricate and erect structural steel, including, but not limited to, mooring bollards and other structural steel components, as indicated in the Plans, as specified, and as directed by the County.

24-02 RELATED SECTIONS

- A. The work in this Section is related to the following:
 - 1. Plans and general provisions of the contract, including General Conditions and Special Provisions
 - 2. Section 25 – Steel Piles
 - 3. Section 26 – Structural Welding
 - 4. Section 27 – High-Performance Coatings

24-03 REFERENCES

A. GENERAL

- 1. The Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
- 2. The publications listed below form a part of this Specification to the extent referenced.
- 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.

B. American Institute of Steel Construction (AISC)

1. AISC 201, AISC Certification Program for Structural Steel Fabricators
2. AISC 303, Code of Standard Practice for Steel Buildings and Bridges (AISC Manual of Steel Construction)
3. AISC 325, Steel Construction Manual
4. AISC 326, Detailing for Steel Construction
5. AISC 341, Seismic Provisions for Structural Steel Buildings
6. AISC 348, Specification for Structural Joints Using High-Strength Bolts
7. AISC 360, Specification for Structural Steel Buildings (AISC Manual of Steel Construction)

C. American Iron and Steel Institute (AISI)

1. AISI C1018, Steel, Cold Drawn, High Temperature, Stress Relieved
2. AISI C1030, Steel, Hot-Rolled
3. AISI C1035, Steel, Cold Drawn, Low Temperature, Stress Relieved

D. American Welding Society (AWS)

1. AWS A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination
2. AWS D1.1, Structural Welding Code - Steel
3. AWS D1.8, Structural Welding Code—Seismic Supplement

E. ASME International (ASME)

1. ASME B46.1, Surface Texture (Surface Roughness, Waviness, and Lay)

F. ASTM International (ASTM)

1. ASTM A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling

2. ASTM A29, Standard Specification for General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought
3. ASTM A36, Standard Specification for Carbon Structural Steel
4. ASTM A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
5. ASTM A108, Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
6. ASTM A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
7. ASTM A143, Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
8. ASTM A153, Standard Specification for Zinc Coating (Hot-Dip Galvanized) on Iron and Steel Hardware
9. ASTM A193, Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
10. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
11. ASTM A563, Standard Specification for Carbon and Alloy Steel Nuts
12. ASTM A572/A572M, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
13. ASTM A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
14. ASTM A668, Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use

15. ASTM A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
16. ASTM A786, Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates
17. ASTM A992, Standard Specification for Structural Steel Shapes
18. ASTM B633, Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel
19. ASTM B695, Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
20. ASTM E709, Standard Guide for Magnetic Particle Testing
21. ASTM F436, Standard Specification for Hardened Steel Washers
22. ASTM F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
23. ASTM F594, Standard Specifications for Stainless Steel Nuts
24. ASTM F844, Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use
25. ASTM F2329, Standard Specification for Zinc Coating, Hot-Dip, Requirements for Application to Carbon and Alloy Steel Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners

G. California Building Standards Commission

1. 2019 California Building Code (2019 CBC)

H. Research Council on Structural Connections (RCSC) Specifications

I. Society for Protective Coatings (SSPC)

1. SSPC PA 1, Shop, Field, and Maintenance Coating of Metals

2. SSPC Paint 20, Zinc-Rich Primers (Type I, Inorganic, and Type II, Organic)
 3. SSPC Paint 29, Zinc Dust Sacrificial Primer, Performance-Based
 4. SSPC SP 3, Power Tool Cleaning
 5. SSPC SP 6, Commercial Blast Cleaning
- J. Special Requirements of Regulatory Agencies: Governing authorities, as applicable.
- K. State of California Division of Industrial Safety
1. Construction Safety Orders
 2. General Industrial Safety Orders

24-04 SUBMITTALS

- A. Submittals by the Contractor pertaining to this section shall be reviewed and accepted by the County's Engineer before fabrication proceeds.
- B. All submittals shall be provided to the County's Engineer's for review in accordance with the Special Provisions and the requirements of this Section.
- C. Erection Drawings
- D. Shop Drawings:
1. Shop Drawings for steel fabrications shall show details of members, including connections, sizes, spacing of bolts, and welds. Shop Drawings shall show the marking and position of each member, erection plans, and the limits of paint applications.
 2. Shop Drawings and calculations for temporary shoring and bracing shall be submitted for review. The Shop Drawings shall show layout, size of members, and connection details. Calculations shall show all stresses in members and connections from dead, live, and lateral loads in accordance with the local building code requirements. Shop

Drawings and calculations for temporary shoring and bracing shall be stamped and signed by a licensed civil engineer registered in the State of California.

E. Mill Certificates:

1. The Contractor shall provide Mill Certificates for each grade of steel for each heat to be used on project and certify that products meet or exceed specified requirements.
2. Mill Certificates shall include name of mill, date of rolling, date of shipping, ultimate tensile strength, yield strength, and percent of elongation.
3. Mill Certificates shall be furnished with each lot of material shipped to the Site and shall be signed by the Contractor whose signature will certify that all structural steel materials installed comply with specified requirements.
4. When Mill Certificates cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used and provide laboratory test reports. The cost of testing shall be paid for by the Contractor.

F. Mill Test Reports:

1. Indicate structural strength, destructive test analysis, and non-destructive test analysis.
2. Submit the certified manufacturer's mill reports for bolts, nuts, and washers that clearly state the applicable ASTM mechanical and chemical requirements together with the actual test results for the supplied fasteners.

G. Laboratory Test Reports:

1. Laboratory test reports shall show the name of testing agency, date of testing, and types of tests performed and shall be signed by a principal of the testing agency who is a licensed civil engineer registered in the State of California.

2. When required by other portions of these Specifications, laboratory test reports shall be submitted for each type of steel for each heat to show compliance with appropriate ASTM Standards and these Specifications.
- H. Welder Certification: Certify welders employed on the Work, and verify AWS qualification within the previous 6 months.
- I. Welding procedure specifications (WPS) for all prequalified joints shall be submitted per AWS D1.1, 5.1.2 to the County's Engineer, and the WPS will be reviewed by the County's Engineer prior to beginning fabrication. Non-prequalified joints shall be qualified per AWS requirements.
- J. AISC Certificates: Submit AISC certification for fabrication plant quality and erector quality.

24-05 QUALITY ASSURANCE

- A. Material Certificates: For each lot of structural steel, submit certificates identified with specific lots prior to fabrication and erection. Identification data should include type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.
- B. Codes and Standards: The fabrication, priming, and erection of structural steel members shall comply with the local building code, AISC 303, AISC 360, AWS D1.1, and RCSC Specifications except where more stringent requirements are shown or specified.
- C. Sampling, Testing, and Inspection:
1. The Contractor shall engage a qualified third-party inspection and testing agency for all inspections and tests required in the Plans and this section. The Contractor's third-party inspection and testing agency shall provide a deputy inspector in accordance with the requirements of the 2019 CBC, and shall be approved by the County prior to the commencement of steel pile fabrication.
 2. If the Contractor's third-party deputy inspector, through oversight or otherwise, has accepted material or work which is defective or

contrary to Specifications, this material or work, regardless of state of completion, may be rejected.

3. The Contractor shall identify and tag each lot of fabricated steel to be shipped to the Site by heat numbers in such a manner that it can be accurately identified at the Site.
- D. The Contractor shall remove all unidentified steel received at the Site.
 - E. Welding processes and welding operators shall be qualified in accordance with AWS D1.1. Welders to be employed are to provide AWS certification for the type of welding necessary. Use procedures, materials, and equipment of the type required for the Work. See Section 26 – Structural Welding for welding quality assurance procedures.
 - F. Shop fabrication shall be performed in an AISC-certified structural steel fabricating plant, Category Std. Submit AISC fabrication plant quality certification.
 - G. Work shall be erected by an AISC Certified Erector, Category ASCE. Submit AISC erector quality certification.
 - H. Maintain one (1) copy of each submittal document on Site.

24-06 DELIVERY, HANDLING, AND STORAGE

- A. Deliver, handle, and store materials and equipment in a manner to prevent damage.
- B. Remove all marks made during fabrication and erection on metal exposed to view.
- C. Protect metal materials from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil, grease, and other bond breaking coatings and from exposure to weather.
- D. Remove and replace damaged items with new items at no additional cost to the County.

PART 2 – PRODUCTS

24-07 GENERAL

- A. Provide the structural steel system, including shop primer or galvanizing as indicated in the Plans, complete and ready for use. Structural steel systems including, but not limited to, design, materials, installation, workmanship, fabrication, assembly, erection, inspection, quality control, and testing, must be provided in accordance with AISC 360 and AISC 341, except as modified in the Contract Documents.

24-08 STEELWORK

- A. Structural steel and stainless-steel materials shall conform to the requirements in this section unless noted otherwise in the Plans.
- B. Structural steel angles and miscellaneous metals shall conform to ASTM 36, Grade 60.
- C. Structural steel plates and flanges shall conform to ASTM A572, Grade 50.
- D. Structural steel pipe shall conform to ASTM A53, Type E or S, Grade B, weight class standard.

24-09 BOLTS, NUTS, AND WASHERS

- A. Common Grade Bolts
 - 1. Common grade bolts shall conform to ASTM A307, Grade A. The bolt heads and the nuts of the supplied fasteners shall be marked with the manufacturer's mark, the strength grade, and the type as specified in ASTM A307.
 - 2. Nuts shall be the same alloy group as the respective bolt. Nuts shall conform to ASTM A563, Grade A, heavy hex style.
 - 3. Washers shall be flat circular, rectangular, or square beveled washers and shall conform to ASTM F844. Washer finish shall match nut.

24-10 WELDING MATERIALS

- A. Welding materials shall conform to the requirements of AWS D1.1 for the type required for materials being welded.
- B. Welding filler metal shall conform to the requirements of Section 26 – Structural Welding.

24-11 FABRICATION

- A. Insofar as practicable, shop-prefabricate all items complete and ready for installation. Field work will be limited in area and accessibility. Limit on site cutting and field welding.
- B. Fabrication shall be in accordance with the applicable provisions of AISC 325.
- C. Fabrication and assembly must be done in the shop to the greatest extent possible. Punch, subpunch and ream, or drill bolt holes perpendicular to the surface of the member.
- D. Compression joints that depend on contact bearing must have a surface roughness not in excess of 500 micro inch as determined by ASME B46.1, and ends must be square within the tolerances for milled ends specified in ASTM A6.
- E. Shop splices of members between field splices will be allowed only where indicated in the Plans. Splices not indicated require approval of the County's Engineer.
- F. Markings
 - 1. Prior to erection, members shall be identified by a painted erection mark. Do not locate erection markings on areas to be welded.
 - 2. Connecting parts assembled in the shop for reaming holes in field connections shall be match-marked with scratch and notch marks. Do not locate match markings in areas that will decrease member strength or cause stress concentrations.

G. Welding

1. Tack welds, air-arc gouging, and flame cutting shall not be performed without adequate preheat or incorporation into the final weld.
2. The filler metal manufacturer's published recommendations shall be the basis for determining the allowable range of essential variables for prequalified Welding Procedure Specifications (WPS). Unless noted otherwise in the Plans, back-up bars for complete joint penetration (CJP) welds shall be removed followed by backgouging and backwelding.
3. High Strength Bolting: All high strength bolted connections shall be Slip Critical type connections unless noted otherwise.

H. Vent and drain holes shall be located such that water cannot become entrapped in the fabrication after installation. Holes shall be 1/2 inch in diameter, unless noted otherwise in the Plans, and all hole locations shall be indicated on Shop Drawings. Hole size and location shall not affect structural integrity.

24-12 CATHODIC PROTECTION SYSTEM

- A. Cathodic protection system for structural steel fabrications shown in the Plans shall be designed and installed in accordance with the requirements of Section 25 – Steel Piles.

24-13 FINISH

- A. All structural steel sections, plates, and hardware, excluding stainless steel components and structural bolts, shall be cleaned in conformance with the requirements of SSPC SP 3. Clean to the requirements of SSPC SP 6 as indicated in the Plans or as required to prepare surfaces in accordance with manufacturer's instructions for galvanizing or coating.
- B. Structural steel that is exposed to view and weather shall be coated as shown in the Plans and in accordance with the requirements of Section 27 – High-Performance Coatings. Do not galvanize, prime, or coat steel surfaces within 3 inches of the toe of welds prior to welding, including field welds. After welding, surfaces shall be galvanized, primed, or coated

in accordance with the requirements of this section, Section 27 – High-Performance Coatings, and the Plans.

C. Galvanizing

1. Galvanize all structural steel exposed to weather that is specifically called to be galvanized as shown in the Plans. Do not galvanize surfaces left bare to be welded.
2. Galvanizing of products fabricated from rolled, pressed, and forged steel shapes, plates, bars, and strip 1/8-inch thick or thicker shall conform to ASTM A123. Unless otherwise specified, galvanizing shall be performed after fabrication. Components of bolted assemblies shall be galvanized separately before assembly.
3. Galvanizing of iron and steel hardware shall conform to ASTM A153, Class C.
4. Galvanizing of threaded studs, bolts, nuts, and washers shall conform to ASTM F2329.
5. Bare nuts, which are to be used on bare bolts, rods, and studs before hot-dip galvanizing and subsequently hot-dip galvanized in accordance with ASTM A153, Class C, shall be tapped oversize after coating and shall conform to thread dimension and overtapping allowances in ASTM A563.

D. Coatings

1. Coat all structural steel exposed to view or weather with a zinc-rich primer and a polyamide epoxy coating system as specified in this section and shown in the Plans.
2. Primer shall be a zinc-rich primer conforming to the requirements of SSPC Paint 20, Level 2 in accordance with the requirements of Section 27 – High-Performance Coatings. Priming of structural steel shall be performed in the fabricator shop in accordance with SSPC PA 1, except as modified in this section.

3. Steel surfaces to be embedded in concrete shall be galvanized or primed with a zinc-rich primer in accordance with the requirements of Section 27 – High-Performance Coatings.
4. Do not prime galvanized surfaces, surfaces designed as part of a composite steel concrete section, or surfaces within 3 inches of the toe of the welds prior to welding including field welds.
5. Slip critical surfaces must be primed with a Class B coating in accordance with AISC 325. Submit test report for Class B coating.
6. Protective coating shall consist of 2 coats of a polyamide epoxy coating system compatible with primer in accordance with the requirements of Section 27 – High-Performance Coatings.
7. Primer and paint shall be delivered in original sealed containers marked with manufacturer's name and brand identification.
8. No priming or coating shall be performed at the Site except to repair damaged coatings or to coat areas left as bare metal for field welding. Use primer and paint as prepared by the manufacturer without thinning or other admixture unless so stated by the manufacturer. Do not apply primer in foggy or rainy weather; when the ambient temperature is below 45°F or over 95°F; or when the primer may be exposed to temperatures below 40°F within 48 hours after application, unless approved otherwise by the County's Engineer.

PART 3 – EXECUTION

24-14 ERECTION

- A. The Contractor shall be responsible for erecting the complete structural frame plumb and true to line and grade, in conformance with AISC 325.
- B. Erection of steel buildings (60 feet tall or less and a maximum of 2 stories), including piers and wharves, shall be in conformance with AISC 303.
- C. Temporary Bracing and Shoring:

1. The Contractor shall temporarily brace the frame in both directions and shall maintain columns plumb until the final connections of the framework and construction of diaphragms are complete.
 2. The Contractor shall provide such temporary shoring and additional bracing of steel frame as required to adequately and safely support any or all loads imposed upon the structure during construction.
- D. After final positioning of steel members, provide full bearing under base plates and bearing plates using approved concrete or non-shrink grout. Place non-shrink grout in accordance with manufacturer's instructions.
- E. After erection, where the member is galvanized or painted, field welds, abrasions or scratched surfaces, and surfaces not shop primed or galvanized, shall be primed if member is painted or painted if member is galvanized, except surfaces to be in contact with concrete. The entire work shall be left in a neat, clean, and acceptable condition.
- F. Install anchors, types, and sizes, as shown in the Plans.

24-15 STORAGE

- A. Material shall be stored out of contact with the ground in such a manner and location as will minimize deterioration.

24-16 CONNECTIONS

- A. Except as modified in this section, connections not detailed must be designed in accordance with AISC 360. Build connections into existing Work. Holes must not be cut or enlarged by burning. Bolts, nuts, and washers must be clean of dirt and rust, and lubricated immediately prior to installation.
- B. Common Grade Bolts
1. ASTM A307 bolts must be tightened to a "snug tight" fit. "Snug tight" is the tightness that exists when plies in a joint are in firm contact. If firm contact of joint plies cannot be obtained with a few impacts of an impact wrench, or the full effort of a crew member using a spud wrench, contact the County's Engineer for further instructions.

2. Bolts shall be coated with a marine-grade, anti-seize lubricant by Loctite, Bostik Never-Seez, or equal.

24-17 GAS CUTTING

- A. Use of gas cutting torch in the field for correcting fabrication errors will not be allowed on any major member in the structural framing. Use of a gas cutting torch will be allowed on minor members not under stress only after approval has been obtained from the County's Engineer.

24-18 WELDING

- A. Welding shall be in conformance with AWS D1.1. Grind exposed welds smooth as indicated. Provide AWS D1.1 qualified welders, welding operators, and tackers.
- B. Develop and submit the WPS for all welding, including welding done using prequalified procedures. Prequalified procedures may be submitted for information only; however, procedures that are not prequalified must be submitted for approval.
- C. Remove temporary welds, run-off plates, and backing strips from finished areas only.

24-19 SHOP PRIMER REPAIR

- A. Repair damaged primed surfaces with surface preparation and an additional coat of primer in accordance with the paint manufacturer's recommendation.
- B. Field Priming: Steel exposed to the weather or located in building areas without heating, ventilation, and air conditioning (HVAC) for control of relative humidity shall be field primed. After erection, the field bolt heads and nuts, field welds, and any abrasions in the shop coat shall be cleaned and primed with paint of the same quality as that used for the shop coat.
- C. Galvanizing Repair: Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating shall be repaired by thoroughly wire brushing the damaged areas and removing loose and cracked coating, after which the cleaned areas shall be painted with 2

applications of unthinned zinc-rich primer conforming to the requirements of ASTM A780. Aerosol cans shall not be used. Do not heat surfaces to which repair paint has been applied.

24-20 COATING APPLICATION

- A. Application of coatings at the shop and in the field shall be in accordance with the requirements of this section and Section 27 – High-Performance Coatings.

24-21 FIELD QUALITY CONTROL

- B. The Contractor shall provide field quality control inspections for welding and bolting operations and reduced beam sections, where they exist, per AISC 341, Appendix Q, Section Q5.
- C. The Contractor shall hire the engineer responsible for the design of temporary bracing and shoring to inspect the Work as detailed on the reviewed Shop Drawings.
- D. The engineer responsible for design of temporary bracing and shoring shall write a letter to the County certifying construction of temporary bracing and shoring is in accordance with the reviewed Shop Drawings, prior to start of construction requiring temporary bracing or shoring.
- E. Welds
 - 1. All structural welds shall be 100 percent visually inspected. Visual inspection shall be performed in accordance with the requirements of AWS D1.1. Furnish the services of AWS-certified welding inspectors for fabrication and erection inspection and testing and verification inspections.
 - 2. Nondestructive testing shall be in accordance with the requirements of Section 26 – Structural Welding.

END OF SECTION

SECTION 25

STEEL PILES

PART 1 – GENERAL

25-01 SUMMARY

- A. The Work in this Section specifically consists of the following Bid Items:

Schedule “F” (Optional Additive)

Item 11: Steel Guide Pile Furnish and Install

- B. The Work in this Section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to fabricate and install steel piles to the top of pile and tip elevations, including, but not limited to, driving to depths indicated in the Plans, including all cut-offs and welding, as indicated in the Plans, as specified, and as directed by the County.
- C. Piles lengths shall accommodate potential damage to the top of piles during driving because a portion of the pile may need to be cut off, if deformed.
- D. The Contractor shall comply with all local, state, and federal water quality requirements regarding construction on or near waterways and requirements specified in the local, state, or federal permits.

25-02 RELATED SECTIONS

- A. The work in this Section is related to the following:
1. Plans and general provisions of the contract, including General Conditions and Special Provisions
 2. Section 24 – Structural Steel
 3. Section 26 – Structural Welding
 4. Section 27 – High-Performance Coatings

25-03 REFERENCES

A. General

1. The Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
2. The publications listed below form a part of this specification to the extent referenced.
3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.

B. American Institute of Steel Construction (AISC)

1. AISC 360, Specifications for Structural Steel Buildings
2. AISC Seismic Design Manual, Appendix W

C. American Iron and Steel Institute (AISI)

D. American Petroleum Institute (API)

1. API Specification 5L, Line Pipe

E. American Welding Society (AWS)

1. AWS A5, Structural Welding Code – Committee on Filler Metals and Allied Materials
2. AWS D1.1, Structural Welding Code – Steel
3. AWS D1.5, Bridge Welding Code
4. AWS D19.0, Structural Welding Code – Welding Zinc Coated Steel
5. AWS/ANSI Z49.1, Safety in Welding, Cutting, and Allied Processes

F. ASTM International (ASTM)

1. ASTM A27, Standard Specification for Steel Castings, Carbon, for General Application
 2. ASTM A36, Standard Specification for Carbon Structural Steel
 3. ASTM A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 4. ASTM A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 5. ASTM A252, Standard Specification for Welded and Seamless Steel Pipe Piles
 6. ASTM A572, Standard Specification for High-Strength Low-Alloy Columbian-Vanadium Structural Steel
 7. ASTM D1143, Standard Test Methods for Deep Foundations Under Static Axial Compressive Load
 8. ASTM D3276, Standard Guide for Painting Inspectors (Metal Substrates)
 9. ASTM D3689, Standard Test Methods for Deep Foundations Under Static Axial Tensile Load
 10. ASTM D3966, Standard Test Methods for Deep Foundations Under Lateral Load
 11. ASTM D4945, Standard Test Methods for High-Strain Dynamic Testing of Deep Foundations
 12. ASTM E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- G. Bay Area Air Quality Management County (BAAQMD)
1. BAAQMD Regulation 1, General Provisions and Definitions
 2. BAAQMD Regulation 8 Rule 1, Organic Compounds – General Provisions

3. BAAQMD Regulation 8 Rule 3, Organic Compounds – Architectural Coatings
- H. California Building Standards Commission
1. 2019 California Building Code (2019 CBC)
 2. 2019 California Fire Code
 3. 2019 California Green Building Standards Code (CALGreen)
- I. NACE International (NACE)
1. NACE SP0108, Standard Practice for Corrosion Control of Offshore Structures by Protective Coatings
 2. NACE SP0169, Standard Practice for Control of External Corrosion on Underground or Submerged Metallic Piping Systems
 3. NACE SP0387, Standard Practice for Metallurgical and Inspection Requirements for Cast Sacrificial Anodes for Offshore Applications
 4. NACE TM0204, Test Method for Exterior Protective Coatings for Seawater Immersion Service
- J. National Fire Prevention Association (NFPA)
1. NFPA 70, National Electrical Code (NEC)
- K. Norwegian Technology Standards Institution (NORSOK)
1. NORSOK Standard M-501, Surface Preparation and Protective Coating
- L. Society for Protective Coatings (SSPC)
1. SSPC-SP3, Power Tool Cleaning
 2. SSPC-SP5, White Metal Blast Cleaning
- M. State of California Division of Industrial Safety

1. Construction Safety Orders
2. General Industrial Safety Orders

25-04 SUBMITTALS

- A. All submittals shall be provided to the County's Engineer's for review in accordance with the Special Provisions and the requirements of this Section.
- B. Submit Shop Drawings for all fabricated piles including the following minimum information:
 1. Pile type, dimensions, tip elevation, and cap elevation.
 2. Detail drawings of pile splices prior to fabrication.
 3. Pile reinforcing tips or steel points.
- C. Submit pile-driving plan, including the following minimum information:
 1. Submit layout drawings and pile driving sequence and schedule.
 - a. Layout drawing shall include pile identifications, driving sequence number, pile type and size, and pile tip elevation.
 2. Submit list of equipment and driving accessories proposed for use.
- D. Submit welder qualifications and prequalified welding procedure specification (WPS) for all welding processes.
- E. Submit all current certificates for qualified protective coatings applicators and technicians, and/or inspectors. Submit minimum of five reference projects.
- F. Submit product data for all shop- and field-applied finishes.
- G. Submit Mill Certificates for steel piles.

1. Mill Certificates shall be provided for each grade of steel for each heat to be used on the project and certify that products meet or exceed specified requirements.
 2. Mill Certificates shall include name of mill, date of rolling, date of shipping, chemical properties, ultimate tensile strength, yield strength, and percent of elongation.
 3. Mill Certificates shall be furnished with each lot of material shipped to the Site and shall be signed by the Contractor, which will serve to certify that all structural steel materials installed comply with specified requirements.
 4. When Mill Certificates cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used and provide laboratory test reports. The cost of testing shall be paid for by the Contractor.
- H. Submit product data for all pile-driving equipment, including, but not limited to, hammers, rams, driving cushions, pile caps, and cap blocks. See Attachment 1, Pile Hammer Data Sheet, in Section 23. Driving hammers shall be impact hammers.
1. Product data for impact hammers shall include following minimum information:
 - a. Make and model.
 - b. Ram weight (pounds).
 - c. Anvil weight (pounds).
 - d. Rated stroke (inches).
 - e. Rated energy range (foot-pounds).
 - f. Rated speed (blows per minute).
 - g. Steam or air pressure, hammer, and boiler or compressor (psi).
 - h. Pile-driving cap, make, and weight (pounds).
 - i. Cushion block dimensions and material type.
 - j. Power pack description.

2. Certification of calibration of the pressure gauge used for measuring the air or steam pressure adjacent to the pile hammer.
- I. Prepare and submit to the County's Engineer full length installation records for each pile installed. The records shall be submitted within 24 hours after installation is completed for the pile. The records shall include the following minimum information:
 1. Project name.
 2. Pile installer contractor name.
 3. Date of installation.
 4. Pile location and number.
 5. Pile material and dimensional properties.
 6. Pile type and size.
 7. Type of pile drive cap and drive point used.
 8. Type, size, and speed of hammer used.
 9. Number of blows per foot penetration for impact hammers.
 10. Number of blows/inch for last 6 inches of drive for impact hammers.
 11. Vertical deviations and horizontal offsets.
 12. Description of unusual installation behavior or conditions.
 13. Elevations at welded joints.
 14. Final tip elevation.
 15. Cut-off elevation.
 16. Total pile length installed.
 17. Computed pile bearing capacity.

18. Other data which may be useful in evaluating the pile.

- J. If noise and vibration monitoring are required for this project, submit monitoring data within one working day of data collection from noise and vibration recording equipment in accordance with permit requirements.
- K. Provide minimum 48-hour notification to the County's Engineer and the County of any activity (e.g., crane heights, excessive noise and vibrations) that may potentially impact County operations.
- L. Within 10 calendar days of completion of pile-driving activities, submit record drawings showing the actual locations of all piles and their deviations from their design locations.
- M. Submit operation and maintenance data for protective coatings.
- N. Submit test reports for protective coatings.
- O. Submit warranty for protective coatings.

25-05 QUALITY ASSURANCE

- A. The Work shall conform to the requirements of Section 5 – Control of Work and Section 6 – Control of Materials.
- B. The Contractor shall engage a qualified third-party inspection and testing agency for all inspections and tests required in the Plans and this section. The Contractor's third-party inspection and testing agency shall provide a deputy inspector in accordance with the requirements of Section 6 – Control of Materials and the 2019 CBC.
- C. Welders shall be qualified in accordance with Section 26 – Structural Welding.
- D. Corrosion Protection System
 - 1. Design of the corrosion protection system shall be performed by a corrosion protection specialist certified by NACE as a Senior Corrosion Technologist or Corrosion Specialist. Alternatively, corrosion protection specialist may be certified by NACE as a Protective Coating Specialist as applicable to the Work. Corrosion

protection specialist shall have a minimum of 5 years design experience of corrosion protection systems.

2. Submit quality assurance/quality control (QA/QC) plan for installation and testing of corrosion protection system.
3. Protective Coatings
 - a. Protective coatings shall meet the quality assurance requirements of Section 27 – High-Performance Coatings.

25-06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store materials and equipment in a manner to prevent damage.
- B. Deliver materials to the Site in such quantities and at such times to assure the continuity of pile-driving operations in keeping with the project schedule.
- C. Store piles in straight and orderly stacks not higher than 5 feet above ground. Piles shall be blocked during storage with supports every 10 feet or less along its length (ends inclusive) to prevent exceeding the maximum camber or sweep. Piles exhibiting variations beyond tolerance limits will be considered distorted and may not be used in the Work.
- D. Handling
 1. Handle piles in a manner that prevents abrasions and physical damage to the members and coatings. Piles with shop-applied coatings shall be stored and handled using slings and blocking. Abraded or damaged surfaces shall be repaired in accordance with pile fabricator and coating manufacturer's recommendations. The County and the County's Engineer reserve the right to reject any abraded or otherwise damaged pile which does not conform to project requirements.
 2. Lift piles using a cradle or multiple points pick-up to ensure that the maximum permissible camber or sweep is not exceeded due to insufficient support, except that a one-point pick-up may be used for lifting piles that are not extremely long into the driving leads. Point

pick-up devices must be of the type that clamp to both pile flanges at each pick-up point. Holes may be burned in the flanges or webs of piles above the cut-off length for lifting piles into the leads. Do not drag piles across the ground.

3. Inspect piles for excessive camber and sweep and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads. Camber, curvature in the pile in the direction normal to the pile flanges, must be measured with the pile flange base laying on a flat surface and is the distance between the flange base at the mid-length of the pile and the flat surface. Sweep, curvature in the pile in the direction parallel to the pile flanges, must be measured with the pile flange tips laying on a flat surface and is the distance between the flange tips at the mid-length of the pile and the flat surface. The maximum permissible camber or sweep is 2 inches over the length of the pile. Piles having excessive camber or sweep will be rejected.

25-07 PROJECT CONDITIONS

- A. Protect existing structures, utilities, and other construction from damage caused by pile-driving operations.
- B. The Contractor is required to perform a photographic or video survey of the Site and its adjacent areas to document preconstruction conditions of nearby structures and properties.
- C. Provide maximum pile-driving window in addition to actual pile-driving time in baseline and updated schedules in accordance with Section 8-03 Progress Schedule. Notify the County's Engineer a minimum of 2 weeks prior to start of pile driving.

25-08 EQUIPMENT

- A. Submit descriptions of pile installation equipment to be employed in the Work to the County's Engineer for approval. Descriptive information includes manufacturer's name, model numbers, capacity, rated energy, impact hammer details, cushion material, helmet, and templates.

25-09 WARRANTY

- A. All workmanship, equipment, and materials furnished for the anodes in the CP system shall be guaranteed for a period not less than 25 years from date of acceptance of the Work by the County. Should any issues develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the issue at no additional cost to the County.
- B. The Contractor shall inspect, maintain, and repair all steel piles as required by these Specifications and the Contract. Any steel pile which fails and is otherwise unrepairable shall be replaced in-like-kind with a new steel pile equal to or better than the original steel pile at no additional cost to the County.

PART 2 – PRODUCTS

25-10 STEEL PILES

- A. Pipe Piles
 - 1. Pipe piles shall be coated, seamless carbon steel pipe with a wall thickness and an outside diameter as shown in the Plans. Pipe piles shall conform to the requirements of ASTM A252, Grade 3 Modified Field Strength (F_y) ($F_y = 50,000$ pounds per square inch [50 ksi]). Acceptable material substitution shall be API 5L, Grade X52, $F_y = 52$ ksi.
 - 2. Pipe pile manufacturers shall be LB Foster, Skyline Steel, U.S. Steel Tubular Products, Northwest Pipe, Atlas Pipe Piles, American Pipe, or equal.
- B. Piles shall be coated in accordance with the requirements of NACE SP0108 and Section 27 – High-Performance Coatings.

25-11 STEEL PILE ACCESSORIES

- A. Pile points shall be manufactured one-piece cast steel driving points capable of bearing the full impact of hammering in the anticipated

subsurface materials. Pile points shall conform to the requirements of ASTM A27.

- B. Cutting shoes shall be used on piles driven into rock.
- C. Splices shall be manufactured pile splices fabricated of same material as pile and shaped to encase mated pile ends. Pile splices shall conform to the requirements of ASTM A572, Grade 60.
- D. Pile caps shall conform to the requirements of ASTM A572, Grade 50, as shown in the Plans.
- E. Accessories manufacturers shall be LB Foster, Skyline Steel, Associated Pile and Fitting Corporation, Versa-Steel, Inc., J.C. MacElroy Company Inc., or equal.

25-12 PILE INSTALLATION EQUIPMENT

- A. Driving equipment shall be of a type generally used in standard pile-driving practice and shall be operated at the manufacturer's specified rate to develop the required rated energy. Drop hammers will not be allowed.
- B. Impact Hammers
 - 1. Impact hammers shall be diesel-powered and single-acting, double-acting, or differential-acting type.
 - 2. Impact hammers shall have a boiler, compressor, or engine capacity of sufficient size to operate continuously at the full rated speed.
 - 3. Impact hammers shall have a gauge to monitor hammer bounce chamber pressure for diesel hammers or pressure at the hammer for air and steam hammers. This gauge shall be operational during the driving of piles and be mounted in an accessible location for monitoring by the Contractor and the County's Engineer.
- C. The Contractor shall be responsible for selecting driving equipment that will not cause damage to the piling or adjacent structures during driving.
- D. Provide hammer cushions and driving caps capable of protecting pile head and providing uniform distribution of energy to pile head.

E. Leads

1. Provide fixed leads, crane, and other equipment necessary to drive piles within the tolerances specified hereinafter. Leads shall be of sufficient length so the use of a follower is not necessary. Leads shall be straight and parallel and shall not deviate from a straight line by more than 1/2 inch over any 15-foot length. Leads shall be easily adjustable to permit axial driving without interruption if piles deviate from their shown alignment. Extend leads to within 2 feet of the elevation at which the pile enters the water.
2. The use of swinging, hanging, or semi-fixed leads, with or without location templates, will only be permitted after written approval of the County's Engineer. Such approval will be based on successful prior experience in achieving specified tolerances.

25-13 TURBIDITY CURTAIN

- A. If required by the permits, provide a U.S. Department of Transportation Type 2 turbidity curtain of sufficient length to fully enclose all pile installation activities and pile drilling equipment. Turbidity curtain shall be in accordance with permit requirements.

PART 3 – EXECUTION

25-14 STEEL PILE FABRICATION

- A. Fabricate accurately to lines and dimensions shown in the Plans.
- B. Workmanship and technique shall be of the same standard as for structural steel assembly as specified in Section 24 – Structural Steel and as amended herein.
- C. Fit and weld or otherwise fasten pile cutting shoes to pile tips as shown in the Plans.
- D. Cut pile top perpendicular to longitudinal axis of pile before seating pile cap and mooring bollard.
- E. Welding

1. Welding shall be in accordance with the requirements of AWS D1.1 and Section 26 – Structural Welding.

F. Shop Splices

1. Make no more than one shop splice per pile unless allowed otherwise by the County's Engineer. Splice piles by full penetration butt weld. Carefully align and hold pieces firm and concentric until welding is complete. Provide backing bar (minimum 1/4-inch thick) for all splices. Splices shall develop the full strength of the pile in tension, bearing, and bending.

25-15 CORROSION PROTECTION

A. Protective Coatings

1. Steel piles shall be coated.
2. Protective coating shall be applied to the pile exterior.
3. Protective coating on the pile exterior surface shall extend from the top of pile to an elevation of 5 feet below the mudline as shown in the Plans.
4. Coatings shall be in accordance with the requirements of Section 27 – High-Performance Coatings.
5. Areas to be field welded shall be kept bare within 3 inches of the toe of weld. Coat areas after field welding in accordance with the requirements of requirements of Section 27 – High-Performance Coatings.

25-16 PREPARATION

- A. Do not conduct test borings, pile installation, or pile load testing without the presence of the Contractor's third-party inspection and testing agency.
- B. Provide written notifications to adjacent and affected landowners and building occupants a minimum of 2 weeks prior to the start of pile-driving efforts.

- C. Predrilling
- D. Predrilling is not permitted.
- E. Take protective measures that will prevent damage to nearby properties and structures.

25-17 GENERAL PILE DRIVING REQUIREMENTS AND PLAN

- A. Pipe piles shall be driven with an impact hammer capable of advancing the piles to the desired tip elevation without damage. Hammers may be single-acting, double-acting, or differential; or a diesel hammer may be suitable, subject to approval of the County's Engineer.
- B. Provide equipment of adequate size and capacity to handle, place, drive, and hold the piles to the required penetration and alignment. This equipment shall be able to maintain the alignment of pile and hammer without damage to either.
- C. Provide equipment to protect piles and pile coatings during handling and installation.
- D. Driving equipment shall be in good repair and operating condition and shall be capable of being operated as recommended by the manufacturer.
- E. Maintain all pile-driving equipment in safe operating condition at all times.
- F. Any equipment or method which results in regular or repeated damage to piles during driving or is detrimental to the bearing capacity of piling already driven, will be rejected by the County's Engineer.
- G. Pile-driving operations shall be performed within the constraints created by County operations.
- H. Pile-driving equipment shall be shrouded to reduce noise and vibration emitted from the machinery.

25-18 PILE INSTALLATION AND DRIVING CRITERIA

- A. Locate each pile accurately in accordance with the Plans. Reference cut-off elevation of each pile to benchmarks shown in the Plans and located in the field.
- B. Each pile shall be marked with chalk, or by other removable means, at 1-foot intervals for the purpose of recording the penetration resistance and depth of penetration of the pile. Mark the number of feet from pile tip at 5-foot intervals. Place marks prior to the start of driving. Marks and numbers shall be readily seen from a minimum distance of 15 feet. Provide additional marks at 0.1-foot intervals at selected locations as requested by the County's Engineer.
- C. Care shall be exercised in the first 10 to 12 feet of pile penetration where foreign objects in the fill may be present. The Contractor shall pre-excavate when utilities or other objects may be potential obstructions to pile driving.
- D. Handle and drive piles of a high slenderness ratio (i.e., long piles) carefully to prevent overstress. Provide pile-driving rig with rigid supports so that leads remain accurately aligned. Where a high degree of accuracy is required, erect templates or guide frames at or close to the ground or water surface.
- E. Position a pile cap or drive cap between the pile and hammer. Place hammer cushion or cap block between ram and the pile cap or drive cap. Hammer cushion or cap block must have consistent elastic properties, minimize energy absorption, and transmit hammer energy uniformly and consistently during the entire driving period.
- F. The piles shall be driven using fixed leads, unless otherwise approved by the County's Engineer. Carefully plumb the leads and the pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.
- G. Once pile driving has begun, keep conditions such as alignment constant. Drive each pile continuously and without interruption until the required depth of penetration and driving resistance has been obtained. Deviation from this procedure will be permitted only when driving is stopped by causes that reasonably could not have been anticipated.

- H. The County's Engineer reserves the right to modify driving criteria depending on the equipment used, field conditions encountered, and observations made during pile installation. Changes to the pile-driving equipment by the Contractor without prior justification to and approval by the County's Engineer shall not result in contract time extension or additional compensation.
- I. Carefully maintain the center of gravity for each group of piles to conform to the locations shown in the Plans.
- J. Jetting is not allowed.
- K. Avoid excessive driving, as established by the County's Engineer.
- L. Pile Cut Off
 - 1. Cut off tops of piles square with the pile axis and at the elevations shown in the Plans. Piles shall reach approximate penetration and bearing resistance required prior to cut off.
 - 2. After cap plate is cut off, weld a watertight cap plate in place, square and level on top of the pile. Provide steel reinforcing on top of piles as indicated.
- M. Maintain a minimum distance to the first welded splice, a minimum length for pipe sections, and a maximum number of splices for each pile as directed by the County's Engineer.

25-19 PILE DRIVING RECORDS

- A. The Contractor shall engage the services of independent quality control personnel to keep records of pile-driving data and inspect piles prior to driving. Allow the County's Engineer to have access to any pile installation or survey information in the Contractor's records.
- B. The County may engage other quality control personnel to monitor and record the pile driving and inspect piles. Provide the County's Engineer with a suitable means or device that will indicate the penetration of the pile from a reasonable and safe distance from the pile and installation leads.

- C. Piles judged to be broken or otherwise unacceptable shall be removed from the Site and disposed of at no cost to the County.
- D. Use the accepted pile installation plan to record the identification number of the pile actually installed at each location and the date each pile was driven.

25-20 STEEL PILE FIELD ASSEMBLY AND FIT-UP

- A. Dents, gouges, or arc strikes in the piling greater than 1/8 inch shall be removed or repaired as required under AWS. Pile deficiencies greater than 1/8 inch will be rejected and pipe shall be removed from the Site and replaced by the Contractor at no additional cost to the County.
- B. Field Splices
 - 1. Field splicing of piles is not allowed.

25-21 TOLERANCES

- A. The Contractor shall employ a competent field person to:
 - 1. Survey the location and alignment of each pile to verify that it meets contract requirements. Field notes shall be submitted to the County on the same day as the Work.
 - 2. Survey and verify the alignment of joined pile sections before and after driving.
- B. Deviation of pile head under the pile cap may be a maximum of 2 inches laterally from plan position in any direction, and $\pm 1/4$ inch from the cut-off elevation shown in the Plans.
- C. Piles out of tolerance will be rejected and shall be removed and replaced with new piles at no additional cost to the County.
- D. Plumb piles shall not exceed a deviation from the vertical alignment of more than 1 inch in 30 feet (or 0.28 percent).
- E. Piles exceeding these deviations may be pulled into position only upon prior approval by the County's Engineer.

F. Tolerances shall be measured when piles are released from the driving template, unless the template is used to form the pile cap.

G. Heaved Piles

1. The Contractor shall notify the County's Engineer of heaved piles.
2. As directed by the Engineer, the Contractor shall redrive heaved piles to tip elevation at least as deep as original tip elevation with a driving resistance at least as great as original driving resistance.
3. Heaved piles rejected by the Engineer shall be removed and reinstalled or properly disposed by the Contractor in accordance with the requirements of this section at no additional to the County.

H. Pile Repair and Remedial Work

1. Maintain the correct relative position of all piles by use of templates or by other approved means. Piles damaged or not located properly or exceeding the maximum limits for rotation, lateral, and vertical deviation, or variation in alignment must be pulled and new piles redriven, or provide additional piles, at a location directed at no additional cost to the County.
2. Associated remedial work necessary to acceptably complete the pile installation shall be performed as required by the applicable code. Such remedial work may include, but is not limited to, installation of additional piling, construction of additional framing, and removal and reinstallation of piling. No extra payment or time extensions will be made for remedial work required to acceptably complete pile installation.

25-22 OBSTRUCTIONS DURING DRIVING

- A. A pile that cannot be driven to the required depth because of an obstruction, as indicated by a sudden unexplained change in blow count and drifting, shall be pulled and redriven or cut off and abandoned, whichever is directed.

- B. Minor obstructions are obstructions encountered within 10 feet of mudline. Should an obstruction at any greater depth stop the advancement of a pile, it will still be classed as a minor obstruction unless the same obstruction also stops the advancement of a second pile adjacent to the first. No extra payment will be made for the removal of a minor obstruction.
- C. Major obstructions are obstructions not classed as minor. Additional work directed by the County to acceptably complete the installation of the pile after encountering a major obstruction will be considered extra work under the terms of the General Conditions. A major obstruction will be determined as such after engineering review of pertinent field conditions and driving data. In addition, the County's Engineer reserves the right to require the Contractor to demonstrate, at no additional cost to the County, that the pile cannot be driven by conventional means.

25-23 REJECTED PILES

- A. The Contractor will not be granted contract time extensions or additional compensation for Work that fails inspection and is rejected.
- B. Pile Removal
 - 1. Damaged and out-of-tolerance piling that is rejected and shall not be incorporated into the Work shall be removed completely by means of vibrating, pulling, and/or other methods acceptable to the County's Engineer. Impact hammers are required for pulling piles not extractable with vibratory hammers. The use of external jetting to remove piles will not be permitted.
 - 2. If rejected piles cannot be completely removed and do not impact completion of the Work, piles shall be cut a minimum of 2 feet below the mudline and abandoned in place. Location of abandoned piles shall be noted on the record drawings.
 - 3. The extracted piles shall be made available to the County's Engineer to inspect for damage.
- C. No payment or time extension for furnishing, driving, cut off, or extending will be made for any piling installed by the order of the County's Engineer to correct or replace piles which are out of tolerance, misaligned, broken,

incorrectly oriented, or otherwise violate these Specifications, or for removing and reinstalling any piling incorrectly installed.

END OF SECTION

SECTION 26

STRUCTURAL WELDING

PART 1 – GENERAL

26-01 SUMMARY

- A. The Work of this section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to complete and inspect shop and field welding of structural steel, including carbon steel as indicated in the Plans, as specified, and as directed by the County.
- B. This section also includes provision of welding material and methods of joining miscellaneous and structural metals.

26-02 RELATED SECTIONS

- A. The work in this Section is related to the following:
 - 1. Plans and general provisions of the contract, including General Conditions and Special Provisions
 - 2. Section 24 – Structural Steel
 - 3. Section 25 – Steel Piles

26-03 REFERENCES

- A. General
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
 - 2. The publications listed below form a part of this Specification to the extent referenced.
 - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.

B. American Institute of Steel Construction (AISC)

1. AISC 360, Specification for Structural Steel Buildings
2. AISC Seismic Design Manual, Appendix W

C. American Welding Society (AWS)

1. AWS A5, Structural Welding Code – Committee on Filler Metals and Allied Materials
2. AWS D1.1, Structural Welding Code – Steel
3. AWS D19.0, Structural Welding Code – Welding Zinc Coated Steel
4. AWS/ANSI Z49.1, Safety in Welding, Cutting, and Allied Processes

D. ASTM International (ASTM)

1. ASTM A36, Standard Specification for Carbon Structural Steel
2. ASTM A572, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
3. ASTM A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
4. ASTM A992, Standard Specification for Structural Steel Shapes

E. California Building Standards Commission

1. 2019 California Building Code (2019 CBC)

F. State of California Division of Industrial Safety

1. Construction Safety Orders
2. General Industrial Safety Orders

26-04 SUBMITTALS

A. All submittals shall be provided to the County's Engineer's for review in

accordance with the Special Provisions and the requirements of this Section.

B. Submit the following:

1. Welder qualifications/certifications
2. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs) for all types and positions to be performed
3. Product data sheets for electrodes and shield gas
4. Electrode manufacturer's certifications
5. Samples of compatible electrodes for welding stainless steel
6. Certificates of Compliance for weld material
7. Welding inspection and test reports
8. Certificates from AISC-approved fabricator

C. The Contractor shall submit two sets of prints for review.

1. Structural steel Shop and Erection Drawings per AISC 360, Section 5 and Appendix W
2. Miscellaneous metal Shop Drawings

26-05 QUALITY ASSURANCE

- A. The Contractor shall engage a qualified third-party inspection and testing agency for all inspections and tests required in the Plans and this section. The Contractor's third-party inspection and testing agency shall provide a deputy inspector in accordance with the requirements of the 2019 CBC.
1. Inspection is not required for shop welds performed in a certified shop.
 2. Welds 5/16 inch or smaller performed in the field or at an uncertified shop shall be inspected periodically by a special inspector.

3. Welds larger than 5/16 inch performed in the field or at an uncertified shop shall be inspected continuously by a special inspector.

B. Qualifications

1. Welder Qualifications

- a. All welders and welding operators are required to be currently certified in accordance with AWS D1.1, as applicable for structural welding for the processes and positions to be performed. The Contractor shall submit proof of certification tests and having witness of certification by an independent laboratory and inspection service reviewed and accepted by the County's Engineer.
 - b. Contractor may submit a request to allow uncertified apprentice welders to perform welding under the supervision of a certified welding operator. Any such request shall be submitted as a substitution and approved by the County.
 - c. The Contractor shall require any welder to retake the test when, in the opinion of the Contractor's inspector or the County's Engineer, the work of the welder creates a reasonable doubt as to the proficiency of the welder.
 - d. All such tests shall be made using the same filler metal as that to be used in actual fabrication.
 - e. If the welder has not been engaged in the welding process for 3 or more months, re-qualify the welder before permitting them to do structural welding work.
2. The Contractor shall submit all WPSs to be used by the Contractor on the Project. For WPSs that are not prequalified per AWS D1.1, the supporting PQR shall also be submitted with the WPS.

C. Certifications

1. The Contractor supplying welding filler metal and shielding gas products shall submit copies of all manufacturer's certifications for all electrodes, fluxes, and shielding gases to be used. Certifications shall satisfy the applicable AWS A5 requirements. The Contractor shall also

submit the manufacturer's product data sheets for all welding material to be used. The data sheets shall describe the product, limitations of use, recommended welding parameters, and storage and exposure requirements, including baking and rebaking, if applicable.

2. Certificate of Compliance: For all welding electrodes used on the Project, the Contractor shall submit a Certificate of Compliance. The Certificate of Compliance shall be a letter stating that the Contractor has reviewed the submitted manufacturer's certifications and test reports, and that the materials being furnished for the Project are in conformance with the applicable standards, Specifications, and Project Documents.

D. Testing and Inspection

1. The Contractor shall engage a qualified third-party inspection and testing agency for all inspections and tests required in the Plans and this section. The Contractor's third-party inspection and testing agency shall provide a deputy inspector in accordance with the requirements of the 2019 CBC.
2. The Contractor shall provide the services of a shop welding inspector and a field welding inspector. The inspection procedures, techniques, methods, acceptance criteria, and inspector qualifications shall be in accordance with AWS D1.1. Testing and inspection shall apply to welding performed in the shop and in the field. All welds shall be 100 percent visually inspected. Visual inspection shall be performed before, during, and after completion of welding.
3. See Plan notes for additional welding requirements for reinforcing and structural steel.

26-06 DELIVERY, HANDLING, AND STORAGE

- A. Deliver, handle, and store materials and equipment in a manner to prevent damage.
- B. Welding electrodes shall be packaged, stored, and used in a manner consistent with AWS D1.1 and the electrode manufacturer's specifications.

26-07 PROJECT CONDITIONS

A. Protection

1. Take all precautions required to protect personnel and property.
2. Carefully mask or shield all adjacent surfaces to prevent damage from heat or welding materials.
3. Take particular care to prevent fires.
4. When welding finished assemblies adjacent to or above finished materials, protect surfaces from damage due to welding.

B. Replacements

1. Repair or replace damaged work, if any, to the acceptance of the County's Engineer and at no additional cost to the County.

PART 2 – PRODUCTS

26-08 MATERIALS

- A. Welding materials shall comply with the applicable requirements of AWS D1.1 and applicable requirements of AWS filler material specifications.
- B. Items and equipment for welding, electrodes, welding wire, and fluxes shall be capable of producing satisfactory welds when used using qualified welding procedures.
- C. Weld metal toughness shall be reported on the filler metal manufacturer's Certificate of Compliance. All filler metal shall have a minimum Charpy Vee Notch (CVN) value of 20 ft-lbs at 0°F, except at metal deck welding, stair and handrail welding, and light gage steel welding.
- D. Demand Critical Welds (DCW) shall use filler metal with a minimum CVN value of 20 ft-lbs at -20°F and 40 ft-lbs at 70°F.
- E. See Section 24 – Structural Steel and Section 25 – Steel Piles for metals to be welded.

F. Electrodes

1. Arc welding electrodes shall be the following:
 - a. Low-hydrogen E70 series for ASTM A36, ASTM A572, and ASTM A992 materials.
 - i. Full penetration welds shall be E7018 filler material.
2. Electrodes shall be compatible with material to be welded.

PART 3 – EXECUTION

26-09 PREPARATION

A. Welding

1. Shape edges to be joined as indicated on the Plans; prepare and clean edges of all oil, grease, scale, and rust in accordance with AWS D1.1.
2. Tack welds, air-arc gouging, and flame cutting shall not be performed without adequate preheat or incorporation into the final weld.

B. Preparation of Galvanized Surfaces

1. Where applicable, hold back or remove all galvanizing a sufficient distance from the joint to prevent inclusion of the material into the weld. Galvanizing shall be removed from the joint in accordance with AWS D19.0.

C. Protection

1. The Work shall comply with all local, state, and federal regulations regarding safety, including all applicable portions of Occupational Safety and Health Administration or Act (OSHA) and state safety standards for construction work.
2. Conform to ANSI Z49.1 – Safety in Welding, Cutting, and Allied Processes, published by the AWS.
3. Follow "Safe Practices" recommended in Annex J of AWS D1.1.

26-10 WELDING PROCEDURES

- A. Clean and weld in accordance with referenced AISC 360, Section 1.17, and AWS D1.1, as appropriate.

26-11 CLEANING

- A. Remove all slag or flux remaining on beads in accordance with AWS.
- B. Remove cracks or blowholes appearing on beads, if any, in accordance with AWS.
- C. Use methods such as chipping, grinding, or gas gouging in accordance with AWS.
- D. Steel backing and weld tabs shall be removed from exposed steel unless noted otherwise.

26-12 REPAIR

- A. Making weld repairs or replacements shall be the responsibility of the Contractor and shall be at no additional cost to the County.
- B. Weld repairs or replacements on Partial Joint Penetration welds shall be performed in accordance with AWS D1.1, Section 6.
- C. Repair all damaged finishes as directed by the Contractor's third-party inspector or the Contracting Officer or replace damaged items at no additional cost to the Government. Corrections and repairs shall be in accordance with AWS D1.1. Damage to galvanized metal due to welding or otherwise shall be repaired by using either zinc-rich paint or zinc solders. The repair to the galvanized metal shall conform to ASTM A780.

END OF SECTION

SECTION 27

HIGH-PERFORMANCE COATINGS

PART 1 – GENERAL

27-01 SUMMARY

- A. The Work in this section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to coat piles (exterior), mooring bollard, structural steel members, and miscellaneous ferrous items, as indicated in the Plans, as specified, and as directed by the County.

27-02 RELATED SECTIONS

- A. This Section is related to the following:
 - 1. Plans and general provisions of the Contract, including General Conditions and Special Provisions
 - 2. Section 24 – Structural Steel
 - 3. Section 25 – Steel Piles

27-03 REFERENCES

- A. General
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
 - 2. The publications listed below form a part of this Specification to the extent referenced.
 - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
- B. ASTM International (ASTM)

1. ASTM D3276, Standard Guide for Painting Inspectors (Metal Substrates)
- C. Bay Area Air Quality Management County (BAAQMD)
1. BAAQMD Regulation 8, Rule 3, Architectural Coatings
 2. BAAQMD Regulation 8, Rule 19, Surface Coating of Miscellaneous Metal Parts and Products
- D. California Building Standards Commission
1. 2019 California Building Code (2019 CBC)
- E. NACE International (NACE)
1. NACE SP0108, Standard Practice for Corrosion Control of Offshore Structures by Protective Coatings
 2. NACE SP0169, Standard Practice for Control of External Corrosion on Underground or Submerged Metallic Piping Systems
 3. NACE SP0387, Standard Practice for Metallurgical and Inspection Requirements for Cast Sacrificial Anodes for Offshore Applications
 4. NACE TM0204, Test Method for Exterior Protective Coatings for Seawater Immersion Service
- F. Norwegian Technology Standards Institution (NORSOK)
1. NORSOK Standard M-501, Surface Preparation and Protective Coating
- G. Society for Protective Coatings (SSPC)
1. SSPC ACS-1 (NACE No. 13), Industrial Coating and Lining Application Specialist Qualification and Certification
 2. SSPC Guide 12, Guide for Illumination of Industrial Painting Projects

3. SSPC Guide 14, Guide for the Repair of Imperfections in Galvanized, Organic, or Inorganic Zinc-Coated Steel using Organic Zinc-Rich Coatings
4. SSPC PA-1, Shop, Field, and Maintenance Cleaning of Steel
5. SSPC PA-2, Measurement of Dry Paint Thickness with Magnetic Gauges
6. SSPC PA Guide 13, Guide for Application of Coating Systems with Zinc-Rich Primers to Steel Bridges
7. SSPC Paint 16, Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint
8. SSPC Paint 20, Zinc-Rich Primers (Type IO, Inorganic, and Type O, Organic)
9. SSPC Paint 29, Zinc Dust Sacrificial Primer, Performance-Based
10. SSPC Paint 42, Epoxy Polyamide/Polyamine Primer, Performance-Based
11. SSPC QP-1, Standard Procedure for Evaluating the Qualifications of Industrial/Marine Painting Contractors
12. SSPC QP-3 (AISC 420-10), Certification Standard for Shop Application of Complex Protective Coating Systems
13. SSPC QP-5, Standard Procedure for Evaluating the Qualifications of Coating and Lining Inspection Companies
14. SSPC-SP 2, Hand Tool Cleaning
15. SSPC-SP 3, Power Tool Cleaning
16. SSPC-SP 5, White Metal Blast Cleaning
17. SSPC-SP 6, Commercial Blast Cleaning
18. SSPC-SP 7, Brush-Off Blast Cleaning

19. SSPC-SP 10, Near-White Blast Cleaning
 20. SSPC-SP 11, Power Tool Cleaning to Bare Metal
 21. SSPC-SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
- H. 2018 Standard Specifications for Public Works Construction (SSPWC)
1. SSPWC Section 310-2, Surface Preparation for Painting Steel Structures
- I. State of California Division of Industrial Safety
1. Construction Safety Orders
 2. General Industrial Safety Orders

27-04 SUMITTALS

- A. All submittals shall be provided to the County's Engineer's for review in accordance with the Special Provisions and the requirements of this Section.
- B. Submit the following items:
1. Product Data: For each type of product indicated, Contractor shall provide data indicating coating materials.
 2. Samples for Verification: For each type of coating system and in each color and gloss of finish coat indicated:
 - a. Submit samples on rigid backing, 8 inches square.
 - b. Step coats on samples to show each coat required for system.
 - c. Label each coat of each sample.
 - d. Label each sample for location and application area.
- C. Product List: For each product indicated, cross-reference products to coating system and locations of application areas. Use same designations indicated on the Plans.

- D. Submit all current certificates for qualified protective coatings applicators and technicians, corrosion protection specialists, and/or inspectors. Submit minimum of five reference projects.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Maintenance Data: Include cleaning procedures and repair and patching techniques.

27-05 QUALITY ASSURANCE

- A. The Contractor shall engage a qualified third-party inspection and testing agency for all inspections and tests required in the Plans and this section. The Contractor's third-party inspection and testing agency shall provide a deputy inspector in accordance with the requirements of the 2019 CBC.
- B. Maintain one copy of each referenced document that applies to application on Site.
- C. Comply with BAAQMD Regulation 8, Rule 3 requirements.
- D. Corrosion Protection System
 - 1. Design of the corrosion protection system shall be performed by a corrosion protection specialist certified by NACE as a Senior Corrosion Technologist or Corrosion Specialist. Alternatively, corrosion protection specialist may be certified by NACE as a Protective Coating Specialist as applicable to the Work. Corrosion protection specialist shall have a minimum of 5 years' design experience of corrosion protection systems.
 - 2. Submit quality assurance/quality control (QA/QC) plan for installation and testing of corrosion protection system.
 - 3. Protective Coatings
 - a. Coatings applicator shall be certified as a Coating Application Specialist Level 2 with a minimum of 6 years' experience in

application of coatings in accordance with the requirements of SSPC ACS-1. Coatings contractor shall be qualified in accordance with SSPC QP-1.

- b. Application of all coatings shall be performed in accordance with the requirements of SSPC QP-3.
- c. Inspection and testing of coatings shall be performed by a NACE-certified Coatings Inspector, Senior Corrosion Technologist, or Corrosion Specialist. Inspection companies shall be qualified in accordance with the requirements of SSPC QP-5.

27-06 DELIVERY, HANDLING, AND STORAGE

- A. Deliver, handle, and store materials and equipment in a manner to prevent damage.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45°F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
- C. Remove rags and waste from storage areas daily.

27-07 WARRANTY

- A. All workmanship, equipment, and materials furnished for the coatings shall be guaranteed for a period of not less than 1 year from date of acceptance of the Work by the County. Should any issues develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the issue at no additional cost to the County.

27-08 MAINTENANCE

- A. Furnish extra materials that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent of each material and color applied.
- B. Label each container with manufacturer's name, product number, color number, and where used.

PART 2 – PRODUCTS

27-09 MATERIAL COMPATIBILITY

- A. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
- B. Provide products of same manufacturer for each coat in a coating system.

27-10 MATERIALS

- A. Coatings – General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses specified; number of coats specified does not include primer or filler coat.
 1. Maximum volatile organic compound (VOC) content: As required by applicable BAAQMD regulations.
- B. Primers: As recommended by coating manufacturer for specific substrate, unless otherwise specified.

27-11 PROTECTIVE COATINGS

- A. Protective coatings shall be provided for all steel piles (exterior), mooring bollard, structural steel members, and other steel members immersed in saltwater or brackish water or subject to saltwater spray. Protective coating shall conform to the requirements of NORSOK Standard M-501, Coating System No. 7B, for immersion.

- B. Steel piles, fendering system, and other steel members shall be coated with a polyamide epoxy coating system consisting of an inorganic zinc-rich primer and intermediate and topcoat layers of a polyamide epoxy. Coatings shall be applied over the lengths shown in the Plans. Coatings for steel piles shall be applied to the external surface only.
- C. Zinc-rich primer shall conform to the requirements of SSPC Paint 20, Level 2. Zinc-rich primer shall be reddish gray or greenish gray.
- D. Polyamide epoxy shall conform to the requirements of SSPC Paint 42. Intermediate and topcoat color shall be satin black.
- E. The polyamide epoxy coating system shall be as follows, or approved equal, and shall be applied in accordance with manufacturer's recommendations:

Primer: Inorganic Zinc-Rich (IOZ)	Two Coats (Intermediate and Top): Inhibitive Polyamide Epoxy	Manufacturer
InterZinc 22HS	InterZone 954	AkzoNobel (dba International Paints)
Carbozinc 11 HS	Carboguard 890	Carboline Company
Amercote 68 HS VOC	Amercoat 385	PPG Protective and Marine Coatings
Corothane I Galvapak 1K Zinc Primer	Macropoxy 646 FC	Sherwin-Williams
Series 90-97 Tneme-Zinc	Series 66HS Hi-Build Epoxoline	Tnemec

- F. Coatings shall conform to VOC requirements of BAAQMD Regulation 8, Rule 3.
- G. No coatings shall be applied within 3 inches of areas to be welded after coating.
- H. Small steel components and hardware may be hot-dip galvanized as shown in the Plans.

27-12 COATINGS FOR FIELD WELDS

- A. Field weld coating shall consist of one coat of a zinc-rich primer with a minimum 85 percent pure zinc by weight in a dry film and two coats of a high-solids epoxy coating. Field weld coating shall meet the requirements of BAAQMD Regulation 8, Rules 3 and 19.
- B. Field weld zinc-rich primer coating shall be Amercoat 68 HS VOC by PPG Industries, Crown Cold Galvanizing Compound No. 7009 by Aervoe, ZRC Cold Galvanizing Repair Compound by ZRC Worldwide, or approved equal. High-solids epoxy coating shall be Amerlock 400 by PPG Industries, Interzone 954 by AkzoNobel, Carboguard 690 by Carboline, or approved equal. Surface preparation and application shall be per manufacturer's instructions.

27-13 GALVANIZING REPAIR MATERIALS

- A. Repairs to damaged galvanizing shall be in accordance with the requirements of the zinc-rich primer products specified in the Coatings for Field Welds.

PART 3 – EXECUTION

27-14 EXAMINATION

- A. Verify existing conditions before starting the Work.
- B. Verify that substrate surfaces are ready to receive the Work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Examine substrates and conditions for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

3. Coating application indicates acceptance of surfaces and conditions.
4. Pressure-treated timber shall be allowed to dry thoroughly prior to coating. Timber dryness may be tested by applying clean water to item to be coated to evaluate its absorption. If water beads on surface, allow additional time to dry before re-evaluating dryness.

27-15 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Comply with manufacturer's instructions and recommendations applicable to substrates indicated.
 1. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - a. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
 2. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
 - a. Coordination of shop-applied prime coats with high-performance coatings is critical.
 - b. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
 - c. Prepare surfaces in conformance with SSPWC, Section 310-2.
 3. Steel Substrates: Remove rust and loose mill scale.
 - a. Clean using methods recommended in writing by coating manufacturer.
 4. Stainless Steel or Anodized Aluminum Substrates:

- a. Prepare by washing with d-Limonene solvent and receive one final coat.

5. Steel Piles and Structural Steel:

- a. Prepare the surface in accordance with the requirements of SSPC-SP 6. Surface shall be free of oil, grease, dirt, salts, mill scale, oxide, moisture, and other contaminants that will interfere with proper adhesion of protective coating.
- b. Provide sufficient lighting in accordance with the requirements of SSPC Guide 12.
- c. For coatings applied in the field, prepare the surface in accordance with the coating manufacturer's instructions.

C. Ferrous Metal

- 1. Solvent clean.
- 2. Remove loose rust, loose mill scale, and other foreign substances using power tools according to SSPC-SP 3.

D. Mask steel surfaces within 3 inches of the toe of welds. Do not galvanize, prime, or coat steel surfaces to be welded prior to welding including field welds.

E. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

27-16 SITE CONDITIONS

- A. Do not install materials when temperature is below 55°F or above 90°F. Maintain this temperature range 24 hours before, during, and 72 hours after installation of coating.
- B. Do not apply coatings in rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5°F above the dew point; or to damp or wet surfaces.
- C. Restrict traffic from area where coating is being applied or is curing.

27-17 PRIMING

- A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Primer shall be applied within 2 hours after completion of blasting or cleaning.
- C. No primer shall be applied within 3 inches of toe of welds. Mask areas to be field welded prior to shop coating.

27-18 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions, to thicknesses specified.
 - 1. Air and airless spray equipment shall not be used at the Site. Only brush- or roller-applied coatings shall be permitted in the field.
 - 2. Use applicators and techniques suited for coating and substrate indicated.
 - 3. Coat surfaces behind movable equipment same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment with prime coat only.
 - 4. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Steel Piles and Structural Steel
 - 1. Apply protective coating in accordance with SSPC PA-1, SSPC PA Guide 13, and NACE SP0169.
 - 2. Apply polyamide epoxy system coatings for all exposed steel at the following specified dry-film thicknesses (DFT), in accordance with the requirements of NORSOK Standard M-501, System 7B:

Layer/Coating	Minimum DFT (mils)	Maximum DFT (mils)
Primer	3	5
Intermediate	5	7
Top	5	7
Total System	13	19

3. Multiple coats may be required to achieve desired DFT.
4. Field Welding
 - a. No shop coatings shall be applied within 3 inches of toe of welds. Mask areas to be field welded prior to shop coating.
 - b. Apply zinc-rich primer and Amerlock 400 by PPG, Carboguard 690 by Carboline, InterZone 954 by AkzoNobel, or approved equal coating to bare steel after field welding in accordance with the manufacturer's instructions.
5. Exterior surfaces of steel piles encased in a grouted plastic sleeve shall be coated with the inorganic zinc-rich primer at Contractor's NACE-certified Protective Coating Specialist.
6. Inspection and Testing
 - a. Contractor shall provide services of a third-party inspection and testing agency.
 - b. Inspection and testing of protective coatings shall be performed by a NACE-certified coating inspector in accordance with the requirements of NACE TM0204 and ASTM D3276.
 - c. Provide all tools and instruments required to perform the required testing, as well as any tools or instruments that the inspector considers necessary to perform the required inspections and tests. All inspection equipment shall be in good condition, operational within its design range, and calibrated as required by the specified standard for use of each device.
 - d. Document each inspection and test, including required hold points and other required inspections and tests, as well as those inspections and tests deemed prudent from on-site evaluation to document a particular process or condition, as follows:

- i. Location or area.
 - ii. Purpose (required or special).
 - iii. Method.
 - iv. Criteria for evaluation.
 - v. Results.
 - vi. Determination of compliance.
 - vii. List of required rework.
 - viii. Observations.
- e. Collect and record environmental conditions as described in ASTM D3276 on a 24-hour basis, as follows:
- i. During surface preparation, every hour or when changes occur.
 - ii. During coating application and the first 4 days of initial cure, every hour or when changes occur.
 - iii. Note location, time, and temperature of the highest and lowest surface temperatures each day.
 - iv. Use a non-contact thermometer to locate temperature extremes, then verify with contact thermometers.
- f. Develop Project-specific inspection report forms as required to report measurements, test results, and observations being complete and conforming to Contract requirements. This includes all direct requirements of the Contract Documents and indirect requirements of referenced documents. Show acceptance criteria with each requirement and indication of conformity of each inspected item. The data may be in any format but must be legible and presented so that entered data can be quickly compared to the appropriate requirement.
- g. Submit to the County's Engineer one copy of daily inspection report completed each day when performing steel pile coating work under this section. Note all non-compliance issues and all issues that were reported for rework. Each report shall be signed

by the coating inspector. Submit report within 24 hours of date recorded on the report.

- h. Maintain a daily record of all steel pile coating work performed under this section in a coating inspection logbook. The logbook shall be hard or spiral bound with consecutively numbered pages and shall be used to record all information provided in the daily inspection reports, as well as other pertinent observations and information. The Coating Inspector's Logbook that is sold by NACE is satisfactory. Submit the original coating inspection logbook to the County's Engineer upon completion of the Project and prior to final payment.
- i. NACE-certified coating inspector shall provide Final Acceptance Test Report. Provide NACE certificate number with signature.

7. Repairs

- a. Treat field cuts, abrasions, holes, welds, splicers, pile points and other penetrations in accordance with SSPC standards and as specified.
 - b. Galvanizing and zinc-rich coating shall be repaired in accordance with the requirements of SSPC Guide 14.
 - c. Use of heat sticks shall not be permitted.
- C. Allow coating to cure before transporting and installing piles.
- D. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.
- E. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- F. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

- G. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

27-19 FIELD QUALITY CONTROL

- A. The Contractor shall engage the services of a qualified testing agency to sample coating material being used. Samples of material delivered to the Site will be taken, identified, sealed, and certified in presence of Contractor.
- B. Contractor's third-party inspection and testing agency will perform tests for compliance with specified requirements.
- C. The Contractor shall stop applying coatings if test results show materials being used do not comply with specified requirements. The Contractor shall remove noncomplying coating materials from the Site, pay for testing, and recoat surfaces coated with rejected materials. The Contractor shall be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

27-20 CLEANING AND PROTECTION

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from the Site.
- B. After completing coating application, clean surfaces immediately of overspray, spatter, and excess material. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.
- D. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as reviewed and accepted by the Contractor's third-party inspection and testing agency, and leave in an undamaged condition.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

F. Protect finished work from damage.

END OF SECTION

Appendix A

County of San Mateo Waste Management Plan Form Waste Management Daily Transport Report



County of San Mateo

WASTE MANAGEMENT PLAN

Submit to:

County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

Information and support: 888-442-2666

www.smcsustainability.org/waste-reduction/construction-demolition

Case/group number(s):

BLD _____ - _____

Project address:

Street: _____

City: _____

Zip Code: _____

Green Halo number(s):

WMP required because project is a:

☐ Residential ☐ Demolition

☐ Nonresidential ☐ New Construction

☐ Addition

Section One: Permit Application

This Waste Management Plan (WMP) must be completed, submitted for review, and approved to obtain a permit. Separate WMPs are required for demolition and construction at the same site unless the Building Department requires only one permit. Need for a WMP is at the discretion of the Building Official or designee.

Applicant's Name: _____ Owner's Name: _____

Phone Number: _____ Email: _____

Applicant is (please check one): ☐ Owner ☐ Architect ☐ Builder ☐ Owner/Builder ☐ Other _____

Contractor (if applicable): _____ Contact Phone Number: _____

Project Description: _____

Project Square Footage: _____ Estimated Completion Date: _____

Waste Management Requirements:

You are required to recycle or re-use all inert solids (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and 65% of all construction and demolition debris.

I understand that I am required by San Mateo County Building Regulations Section 9210 - Adoption Of 2016 California Green Building Standards Code (Building Regulations) to salvage, reuse, or recycle **all inert solids** (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and **a minimum of 65%** of all construction and demolition debris (C&D). _____ (Initial)

I understand that failure to meet the requirements of the Building Regulations shall constitute a misdemeanor, and shall be punishable by imprisonment in the county jail for up to 6 months and/or a fine of up to \$1,000, calculated as a percentage of the required 65% diversion of C&D debris, and that the fine must be paid as a condition of final approval. _____ (Initial)

At the completion of this project, or more frequently if required, all weight tags or other equivalent documentation from salvage, recycling and waste facilities will be provided and I understand that I may not be issued my final inspection unless all original receipts and documentation are submitted to the County of San Mateo Department of Public Works. _____ (Initial)

Recycling and waste facilities ask for the correct origin of the materials generated as they come through the scale house. These tons are reported to the State of California. I understand that I need to advise my debris box company, waste haulers, and my drivers that the materials generated on this project originated in Unincorporated County of San Mateo. _____ (Initial)

1) Deconstruction/salvage/reuse:

What materials will be salvaged/reused? _____

Deconstruction or salvage company (if applicable): _____

What materials will be reused on site? _____

How will this be documented? _____

2) Material transportation:

Will you be using a hauling company, debris box company or hauling the material yourself?

☐ Hauler ☐ Debris Box ☐ Self-haul

If using a hauling or debris box company, which company? _____

Have they been notified that the diversion of 65% mixed debris and all inert solids is required? ☐ Yes ☐ No**3) Waste management plan:**

Check the materials you anticipate generating and fill in the facilities that you plan to use.

Category	Material	√	Reuse, Recycling or Disposal Facility
Mixed C&D	Mixed Debris		
Inerts	Asphalt		
	Bricks		
	Concrete		
	Dirt		
	Other inert solids		
Source Separated	Cardboard		
	Metals		
	Wood		
	Roofing		
	Carpet		
	Drywall		
	Yard trimmings		
	Other		
Disposal	Waste		

The undersigned hereby agrees to comply with the Waste Management Plan as submitted and is the owner or authorized agent to sign for the owner of this project.

Applicant Signature _____ Date _____

County Approval: ☐ Approved ☐ Approved with comments ☐ Denied

All receipts, weight tags and documentation for salvage, recycling, and disposal must be submitted:

☐ On completion of project ☐ Other _____

Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Case/Group Number(s):

BLD _____ - _____

Project Address:

Street: _____

City: _____

Section Two: Final Report Approval

Please complete, submit, and get this section approved by the Department of Public Works, prior to obtaining final approval by the Department of Public Works no later than 30 days after completion of the demolition or construction project. Please provide weight of materials in **tons**. If needed, please use the conversion table on the next page to convert cubic yards to tons.

This section must be completed and signed, and all receipts or other supporting documentation must be attached in order to receive final project approval.

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
Mixed C&D					
Salvage/Reuse					
Inerts Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
Source Separated Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
Disposal (Waste)					

☐ All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.

☐ This project has recycled all of the inert solids and at least 65% of all debris generated.

Applicant Signature _____ Date _____

County Approval: ☐ Approved ☐ Approved with Comments ☐ Fine Payment Required

Comments:

Fine Calculation: $1 - (\text{C\&D Diversion \% Achieved} \text{ } / 65\%) \times \$1000 = \$$ _____

Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Cubic Yards to Tons Conversion Table

Category	Material	Cubic Yards	Pounds	Tons
Mixed C&D	Mixed load C&D	1	500	0.25
Inerts	Asphalt	1	1380	0.69
	Bricks	1	3000	1.5
	Concrete	1	1860	0.93
	Dirt	1	2000	1
	Other inert solids	1	1240	0.62
Source Separated	Cardboard	1	100	0.05
	Metals	1	900	0.45
	Wood	1	300	0.15
	Asphalt roofing	1	1188	0.59
	Carpet	1	600	0.3
	Drywall	1	400	0.2
	Green waste	1	300	0.15
	Gravel	1	2600	1.3
Disposal	Waste	1	300	0.15

WASTE MANAGEMENT DAILY TRANSPORT REPORT				
Date :		Day :	Multiple Pages : Yes___ No___	
Project :			Contractor Representative :	
			County Inspector :	
	Transport Vehicle or Vessel Type	Vehicle License/I.D. (or Vessel ID)	Load Destination	
			Inert Material	Non-Inert Material
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Note : Inert material shall be as defined in the Construction Waste Management Section. of these specifications.

Comments :

Appendix B

Sample “Payment Bond” Form

Sample “Performance Bond” Form

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated
(Contractor's Name)
as the "Principal," a contract dated _____, hereinafter designated
(Contract Award Date)
as the "Contract," which Contract is by this reference made a part hereof, for the work described as _____.
(Project Name, Location & Number)

And WHEREAS, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____,
(Surety's Name)
as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of _____
Dollars (\$))
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or

their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated
(Contractor's Name)
as the "Principal," a contract dated _____, hereinafter designated
(Contract Award Date)
as the "Contract," which Contract is by this reference made a part hereof, for the work described as _____.
(Project Name, Location & Number)

And WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____,
(Surety's Name)
as corporate Surety, are held and firmly bound unto the County in the sum of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, except that no change will be made which increases the total

Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

Appendix C

Daily Personnel and Equipment Log

DAILY PERSONNEL AND EQUIPMENT LOG

Using as many copies of this form necessary, the Contractor shall provide the Engineer with a list of all personnel and their title and, if applicable, equipment said employee is operating. This information is required of the Prime and their Subcontractors.

This form, if used in lieu of Contractor's Daily Dispatch Report, shall be submitted to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per day for every day hence until submittal is made. Reference is made to Section 7-4a, "Payroll Records," of the Project Special Provisions.

Date: _____ Project No.: OD516

Project: Coyote Point Marina Maintenance Dredging and Pile Replacement
Project _____

Contractor: _____

Is this log for Subcontractor? ☐ Yes ☐ No

If yes, Name of Subcontractor: _____

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

Appendix D

Public Contract Code Sections 9204 and 20104 et seq.

Public Contract Code Section 9204 et seq.

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including,

but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Public Contract Code Section 20104 et seq.

20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

(Amended by Stats. 2010, Ch. 697, Sec. 47. Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

20104.2.

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) (1) 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 to the claim the local agency may have against the claimant.

(2) 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.

(3) 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) (1) 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 to the claim the local agency may have against the

claimant.

(2) 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.

(3) 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 response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of 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 his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators

appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

Appendix E

Regulatory Permits

Dredging:

U.S. Army Corps of Engineers Permit {pending}
Bay Conservation and Development Commission Permit
Regional Water Quality Control Board Water Quality Certification {pending}

Channel Marker Pile:

U.S. Army Corps of Engineers Permit
Bay Conservation and Development Commission Permit {pending}

Guide Pile:

U.S. Army Corps of Engineers Permit {pending}
Bay Conservation and Development Commission Permit {pending}

PLACEHOLDER FOR

Dredging Permit

U.S. Army Corps of Engineers Permit

Dredging Permit

Bay Conservation and Development Commission Permit

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

December 20, 2021

Via Email only: mbettis@smcgov.org

County of San Mateo
Parks and Recreation Division
555 County Center, 5th Floor
Redwood City, California 94063
ATTENTION: Mr. Mark Bettis

SUBJECT: Issued BCDC Permit No. M1993.014.00 (Amendment No. Five)

Dear Mr. Bettis:

Enclosed please find the San Francisco Bay Conservation and Development Commission's (BCDC) Amended Permit No. M1993.014.05, executed by the Executive Director, incorporating the amendment requested in your letter dated June 18, 2021, received via email on July 7, 2021. The amended language has been incorporated into the authorization, special conditions, findings, and standard conditions sections of the permit consistent with BCDC laws and policies. If you would like a pdf copy of the amended permit with track changes, please request it from the analyst of record, Brenda Goeden.

I am issuing this amendment, which is included in the attached amended permit, on behalf of the Commission and upon the following findings and declarations:

1. This amendment to the permit is issued pursuant to Regulation Section 10810 upon the same criteria provided for the issuance of administrative permits in that change in over depth allowance authorized by this amendment, is a "minor repair or improvement" for which the Executive Director may issue a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a).
2. The amendment to the permit is consistent with the San Francisco Bay Plan and the McAteer-Petris Act because allowing 2 feet in over depth rather than one foot of over depth allowance is consistent with dredging practices to allow for the imprecise nature of the activity. Further, the change in over depth does not change the design depth or increase the overall dredging in this area and will not adversely affect the Bay nor public access to and enjoyment of the Bay consistent with the project.

All permittees must (1) **complete** the acknowledgment section of the permit¹ which indicates that you have read and that you understand all of the terms and conditions of the amended permit; and (2) **return** the entire executed permit to the Commission within the ten-day time

¹ For your convenience, you will receive an email copy of the amended permit via DocuSign for your acknowledgement and e-signature.



Mr. Josh Bettis
San Mateo County Coyote Point Marina
BCDC Permit No. M1993.014.05

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December 20, 2021

period, as specified in Standard Conditions IV.A of the permit. The attached Notice of Completion and Declaration of Compliance form, shall be returned to the Commission upon project completion.

Furthermore, your permit contains special conditions which require you to take certain specific actions regarding dredging and dredged sediment disposal that require you to do the following: (1) Submit your episode approval request a minimum of 30 days before the proposed start of dredging or disposal, and (2) provide your post dredge survey 30 days after the episode is complete.

Please understand that **no** work may commence on the project until the permit is executed and returned to the Commission. Until the Commission receives the executed permit, San Mateo County does not have the necessary authorization for the work authorized under the permit. The commencement of any work within the Commission's jurisdiction without the necessary authorization from the Commission is a violation of the McAteer-Petris Act and could subject you to substantial fines.

If you should have any questions regarding the amended permit or the procedure outlined above, please contact Brenda Goeden of our staff at 415-352-3623 or brenda.goeden@bcdca.gov.

Sincerely,

DocuSigned by:

FD166E908010417...

LAWRENCE J. GOLDZBAND
Executive Director

LIG/BG/rc

Enc: BCDC Permit No. M1993.014.05, Posting Notice

cc: U.S. Army Corps of Engineers, Attn: James Mazza, james.mazza@dgs.ca.gov
Environmental Protection Agency, Attn: Sahrye Cohen, cohen.sahrye@epa.gov
S.F. Bay Regional Water Quality Control Board, Attn: Lindsay Whalin, lindsay.whalin@waterboards.ca.gov
S.F. Bay Regional Water Quality Control Board, Attn: Kevin Lunde, kevin.lunde@waterboards.ca.gov
State Lands Commission, Attn: Dobri Tutuvo, dobri.tutov@slc.ca.gov
California Department of Fish and Wildlife (Marine Region), Attn: Arn Aarreberg, arn.aarreberg@wildlife.ca.gov
NOAA Fisheries, Attn: Gary Stern, gary.stern@noaa.gov
U.S. Fish and Wildlife Service, Attn: Kim Squires, kim_squires@fws.gov
Anchor QEA, Attn: Mr. Josh Burnham, jburnam@anchorqea.com
Anchor QEA, Attn: Ms. Jaclyn Gnusti, jgnusti@anchorqea.com

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 1 888 348 5190

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PERMIT NO. M1993.014.00

(Originally Issued on January 10, 1994, As
Amended Through December 20, 2021)

AMENDMENT NO. FIVE

County of San Mateo
Parks and Recreation Division
555 County Center, 5th Floor
Redwood City, California 94063

ATTENTION: Mr. Mark Bettis

Ladies and Gentlemen:

I. Authorization

- A. Subject to the conditions stated below, the permittee, County of San Mateo, Parks and Recreation Division, is hereby authorized to do the following:

Location: In the Bay at Coyote Point Marina, located at 1900 Coyote Point Drive, in the City of San Mateo, San Mateo County (Exhibit A).

Description: (1) Maintenance dredge approximately 200,000 cubic yards (cy) of material; dispose the dredged material at the Alcatraz disposal site in San Francisco Bay or at an approved ocean or upland disposal site outside the Commission's jurisdiction; and replace 8 timber piles at the Marina (Completed).

(2) Maintenance dredge, over five years, a total of 300,000 cy of material to a depth of – 8 feet Mean Low Low Water (MLLW) in Basin 1 and 2, –10 feet MLLW in the Entrance Channel, and –12 feet MLLW in the Approach Channel, as shown in Exhibits B and C, plus one foot allowable over-dredge depth in all areas, with the first episode removing no more than 110,000 cubic yards (Amendment No. Two)(Completed);

(3) Maintenance dredge, over ten years, a total of 300,000 cy of sediment to a depth of -8 feet MLLW in Basin 1 and 2; -10 feet MLLW in the entrance channel; and -12 feet MLLW in the approach channel, plus two feet of allowable over-dredge depth in all areas as shown in Exhibits B (Amendment No. Five);

(4) Perform up to four knockdown dredging episodes in the approach channel, over ten years, not to exceed 2,500 cy per episode, as necessary in between maintenance dredging episodes (Amendment No. Four); and



(5) Dispose of the dredged sediment at the state and federally authorized Alcatraz disposal site (SF-11) in San Francisco Bay, or the federally authorized San Francisco deep ocean disposal site or an authorized upland disposal/ beneficial reuse site (Amendment No. Four).

- B. This authority is generally pursuant to and limited by your application dated March 10, 1993, and your requests for Amendment Nos. One, Two, Three, Four, and Five, dated May 22, 2002, March 13, 2006, April 20, 2010, October 26, 2016, and July 7, 2021, respectively, including all accompanying exhibits, subsequent submissions, and all conditions of this amended permit.
- C. Work authorized by the original permit herein was to commence prior to June 1, 1994, or this permit would lapse and become null and void. Such work must also be diligently pursued to completion and must be completed within thirty months of commencement, or by June 1, 1996, whichever is earlier, unless an extension of time is granted by amendment of the permit (Completed).

Work authorized in Amendment Nos. One and Two was to commence prior to November 30, 2003, or this amended permit would 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 November 30, 2008, whichever is earlier(Completed).

Work authorized in Amendment No. Three granted a time extension to previously authorized work in Amendment Nos. One and Two. Such work was to be diligently pursued to completion and completed by July 14, 2020. The remaining volume of approximately 139,900 cy authorized by Amendment Nos. One and Two is now void (Amendment No. Four).

Work authorized by Amendment No. Four and Five shall commence not later than November 1, 2018, or this permit will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed by June 9, 2027, whichever is earlier, unless a time extension is granted by further amendment of this amended permit.

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. **Ten-Year Permit for Dredging.** The approximately 300,000 cy or less of maintenance dredging authorized by this amended permit shall be completed within ten years of the date of issuance. No further dredging is authorized by this permit (Amendment No. Four).
- B. **Seasonal Limitations.** Except as provided below, all dredging and disposal activities shall be confined to the work window, between June 1st and November 30th of any year, to minimize disturbance to the following endangered and special status species:

Species of Concern	Work Window Period	Consulting Agency
Chinook salmon and steelhead	June 1 st to November 30 th	NOAA
Pacific herring	March 15 th to November 30 th	CDFW

CDFW-California Department of Fish and Wildlife; NOAA-NOAA Fisheries

This work window between June 1st and November 30th is consistent with Tables F-1 and F-2 of Appendix F, "Consultation on Endangered Species Act and Designated Critical Habitat" 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 (FWS) 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 written approval of the Executive Director, provided that such approval may only be issued after: (1) the permittee coordinates with the LTMS agencies; and (2) 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. Four).

To protect the herring fishery, no dredging shall occur between December 1st and March 15th of any year without the written approval of the Executive Director, provided that such approval may only be issued: (1) after a County of San Mateo representative requests a "herring waiver" from the CDFW, discussions between the County of San Mateo representative and the CDFW has occurred and the outcome of those discussions has been provided to the Commission staff; and (2) 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. Four).

- C. **Longfin Smelt.** Longfin smelt was declared a threatened species under the California Endangered Species Act on March 5, 2009. The authorized project includes use of a clamshell dredge for all maintenance dredging and therefore "take" of longfin smelt is not anticipated. If use of a hydraulic dredge is proposed in any episode, or take of longfin smelt is anticipated, the permittee shall contact CDFW to obtain an incidental take permit (ITP), provide the take permit to the Commission, and agree to amend the Commission's permit if necessary and accordingly, or the permit will become null and void (Amendment No. Four).
- D. **Eelgrass Protection.** In 2011, the LTMS Agencies entered into an agreement with NOAA to minimize impacts to Essential Fish Habitat (EFH), including eelgrass beds (2011 LTMS Programmatic EFH Consultation). The Coyote Point Marina approach channel is situated near habitat previously known to support eelgrass beds. A survey performed by the permittee on March 8, 2017 demonstrated no sign of eelgrass. Due to the potential for the eelgrass to reappear during the life of this permit, the Coyote Point Marina shall demonstrate that there is no identifiable eelgrass bed prior to each episode or reduce the potential impacts to eelgrass beds during dredging by implementing the use of a silt curtain and/or light monitoring (Amendment No. Four)

1. **Silt Curtain or Light Monitoring.** If proposed dredging for any episode is within the 250 meter buffer zone for eelgrass, the permittee shall use silt curtains and/or light monitoring to minimize negative impacts on eelgrass beds. If a silt curtain is not used, the permittee shall implement light monitoring consistent with the 2011 LTMS Programmatic EFH Consultation during dredging activity or this permit shall become null and void (Amendment No. Four).
- E. **Limits on Dredging.** This amended permit authorizes maintenance dredging only. The amended permit authorizes dredging within area(s) as shown on Exhibits B and C. Dredging must occur only in areas where sediment has accumulated above the project depth. Dredging of areas already at project depth to remove over-dredge depth allowance is not permitted. The individual dredging episodes are bound by all the language contained in the episode approval letter, any additional conditions contained therein, and the conditions of this permit. No further dredging is authorized (Amendment No. Four).
- F. **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.
 - 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. Providing the statement of consistency with the Small Dredger Programmatic Alternatives Analysis fulfills item (4) above.
 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 via an episode approval letter or email 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. The permittee is bound by all the language contained in the episode approval letter. If the Commission staff 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. Four).

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 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.
- 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.

G. Knockdown Dredging. Knockdown dredging, or underwater grading of shoals, is an activity proposed by the County of San Mateo to remedy high spots within the approach channel without the mobilization of a full dredging and disposal episode. The knockdown episodes authorized in this permit must meet the following conditions; (1) the shoal must be located within the maintenance dredging footprint of the approach channel; (2) the depression into which the shoal will be knocked must be located within the authorized dredge footprint of the approach channel; (3) each shoal to be knocked down must be no greater than 2,500 cy; (4) each knockdown episode must be conducted to minimize the re-

suspension of sediment; (6) the sediment proposed for knockdown meet chemical and biological criteria specified by Regional Water Board and/or Commission before being knocked down; (7) the permittee must meet the knockdown dredging episode notification requirements in Special Condition H (Amendment No. Four).

H. Knockdown Dredging Episode Notification. The permittee shall notify the staff by telephone or in writing at least seven (7) days prior to undertaking any knockdown dredging episode. At this time, the permittee must also confer with the Commission and the Regional Water Board staff as to whether any testing for this knockdown material is required, and must submit a description of the project and a pre-dredge hydrosurvey of the knockdown area. The permittee shall permit the Commission staff or representatives of other state or federal agencies to come aboard the dredge or barge associated with the knockdown dredging episode and observe the operation to ensure that the knockdown dredging activity is consistent with the dredging report required herein and the other terms and conditions of this permit (Amendment No. Four).

1. **Approval of Knockdown Episode.** Approval (by letter or email) from the Commission's staff authorizing each individual knockdown episode will be required before a knockdown episode may commence. Please be advised that consultation and subsequent approval may be required from appropriate resource agencies before a knockdown episode may commence if the knockdown episode falls within a LTMS restricted period for the area.
 2. **Knockdown Dredging Report.** Within thirty days of completion of each knockdown dredging episode authorized by this permit, the permittee shall submit to the Commission a report which contains: (1) a post-dredge hydrosurvey showing (a) the location of all areas authorized to be knocked-down and the authorized depth based on MLLW; and (b) the actual areas, and the depth after completion of the knockdown episode based on MLLW, and any knockdown activity that occurred outside the area authorized to be knocked-down or below the authorized depths; and (2) the actual volume of the material relocated in the knockdown episode. (Amendment No. Four).
- I. **Water Quality Certification.** 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 from the California Regional Water Quality Control Board, San Francisco Bay Region, for that episode. Failure to obtain such certification prior to the commencement of the dredging episode shall terminate the Commission's authorization for that dredging episode. The Executive Director may upon review of the Regional Board approval either (1) approve the dredging episode(s) consistent with this authorization, or (2) amend the Commission's approval to modify existing or include additional conditions related to water quality. If the Executive Director amends the permit to change or add permit conditions, this permit shall become null and void unless the permittee agrees to amend this authorization in a manner specified by or on behalf of the Commission.

- J. **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.
- K. **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, knockdown 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-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. Four).
- L. **Long-Term Management Strategy Program (LTMS).** If, at any time during the effective life of this permit, the Commission's laws, Bay Plan policies, or regulations are changed in regards to dredging and dredged material disposal and beneficial reuse, pursuant to the findings and policies developed through the multi-agency Long-Term Management Strategy Program (LTMS), this permit shall become null and void unless the permittee agrees to amend this authorization to meet the new laws, policies, or regulations in a manner specified by or on behalf of the Commission after such changes in the Commission's laws policies, or regulations have become effective.

III. Findings and Declarations

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

- A. **Original Authorization.** The initial project authorization by this permit involves maintenance dredging of 200,000 cubic yards and disposal of this dredged material at the Alcatraz disposal site in San Francisco Bay, which are activities consistent with Regulation Sections 10602(a), and 10602(c)(1) and (c)(2)(A), which allow maintenance dredging activities and a maximum of 4 million cubic yards of dredged material to be disposed annually at the Alcatraz site, a maximum of 1 million cubic yards monthly during the months of October through April, and a maximum of 0.3 million cubic yards monthly during the months of May through September, respectively, as defined by Regulation Section 10602(3)(d), and thus is a "minor repair or improvement" for which the Executive Director may issue (1) a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a), and (2) an amendment to a permit pursuant to Regulation Section 10812.

Amendment No. One. The project authorized under Amendment No. One to BCDC Permit No. M1993.014.00 involved maintenance dredging of 300,000 cubic yards over five years and disposal of sediment removed during the first episode at the Alcatraz disposal site in San Francisco Bay, which are activities consistent with Regulation Sections 10602(a), and 10602(e)(1), which allow maintenance dredging activities and disposal of dredged material at the Alcatraz Disposal site, and thus is a “minor repair or improvement” for which the Executive Director may issue a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a) (Amendment No. One).

Amendment No. Two. The project authorized by this amended permit expanded the area authorized under Amendment No. One to include the entire marina and approach channel. The dredging and disposal volume are not increased (Amendment No. Two).

Amendment No. Three. The project authorized by this amended permit granted a time extension for the completion of the volume authorized for dredging and disposal in Amendment No. Two through July 14, 2020. The volume remaining at issuance of Amendment No. Three was approximately 173,100 cy. After one dredging episode, the remaining volume was approximately 139,900 cy (Amendment No. Three).

Amendment No. Four. This project authorized by this amended permit grants a ten year authorization that involves maintenance dredging of up to 300,000 cy of sediment from the Coyote Point Marina basins, entrance channel, and approach channel. The remaining 139,900 cy authorized through Amendment No. Three is voided by issuance of Amendment No. Four. The dredged sediment shall be disposed at the Alcatraz disposal site in San Francisco Bay. Amendment No. Four also authorizes knockdown dredging as appropriate. The project is defined in Regulations Sections 10602(a) and 10602(g), respectively, as maintenance dredging completed within a period of 10 years, and as disposal in the ocean, managed wetland, or a non-aquatic location, or disposal outside the Commission’s jurisdiction, and thus is a “minor repair or improvement” for which the Executive Director may issue a permit, as described in Regulation Section 10622(a) and pursuant to Government Code Sections 66632(f). Additional volume and time may be authorized by further amendment or by granted time extension of this amended permit (Amendment No. Four).

Amendment No. Five. This amendment increased the over dredge depth allowance from 1 foot to 2 feet with all other authorizations and conditions remaining the same. Because over dredge allowance is not part of the project design, this amendment is consistent with Commission Regulations Section 10602(a) as a refinement of authorized maintenance dredging activities, and thus is a “minor repair or improvement” for which the Executive Director may issue a permit, as described in Regulation Section 10622(a) and pursuant to Government Code Sections 66632(f).

- B. **McAteer-Petris Act and San Francisco Bay Plan.** 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

project, as conditioned, is consistent with the Bay Plan policies on Fish, Other Aquatic Organisms and Wildlife. Special Conditions II-B, II-C, and II-D have been included to ensure that the project minimizes potential adverse impacts to the native, endangered, and/or special status species by limiting dredging activities to the period of time when special status species are not present, or ensuring impacts will be offset by beneficially reusing dredged material to enhance fish habitat, and in accordance with the amended LTMS programmatic biological opinions. To ensure there are no adverse impacts on potential eelgrass beds, the applicant will either demonstrate that eelgrass beds are not present in or adjacent to the project, or follow the best management practices detailed in the 2011 LTMS Programmatic EFH Consultation to decrease the expected turbid conditions caused by dredging. Regarding the state-listed longfin smelt, the permittee will be using a mechanical dredge and take of longfin smelt is not anticipated as part of this project. If the permittee proposes to use a hydraulic dredge during any episode, an incidental take permit is required, by Special Condition II-C.

The project also adheres to the Bay Plan's dredging and water quality policies in that dredged sediment material with elevated levels of contaminants are not currently proposed for dredging. The Sediment Analysis Review (SAR) performed in 2017 found elevated levels of polychlorinated biphenyl (PCB) congeners in the dredging footprint, specifically around berth 25. The elevated levels of PCBs were above the Total Maximum Daily Load (TMDL) allowable by the Water Board and the Essential Fish Habitat bioaccumulation trigger value, therefore further bioaccumulation testing was required on this sediment. The permittee is not currently proposing dredging in the area around the sample with the highest levels of PCBs. Prior to dredging this sediment, the permittee will need to identify an appropriate disposal site, and the Dredged Material Management Office (DMMO) would need to approve the proposed placement site (Amendment No. Four).

The results of the bioaccumulating testing performed on the remaining area sediment samples showed that the PCBs did not significantly bioaccumulate in the test organism's tissues. In reviewing the results, the DMMO determined that the sediment was suitable for in-Bay disposal at the Alcatraz disposal site (SF-11). Sediment testing required by Special Condition II-F-1b will be conducted to ensure that all sediment dredged during later episodes meets the appropriate criteria/standards for disposal/placement, and meets the dredging and water quality policies in the San Francisco Bay Plan (Amendment No. Four).

- C. **Federal 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.
- D. **Environmental Impact.** Pursuant to Regulation Section 11501 and the CEQA Guidelines, Categorical Exemption, 15304 (g), the project authorized by this amended permit is categorically exempt from the requirement to prepare an environmental impact report (Amendment No. Four).

- E. **Commission Listing Date.** Pursuant to Regulation Section 10620, the original project was listed with the Commission on January 7, 1994.
- F. **Permit History.** The original permit authorized maintenance dredging up to 200,000 cy and disposal of the dredged material at the state- and federally authorized Alcatraz disposal site (SF-11). The original permit also authorized the replacement of 8 timber piles at the Marina.
- Amendment No. One authorized maintenance dredging, over five years, up to 300,000 cy of material to a depth of -10 feet MLLW in Basin 1 and 2, and -12 feet MLLW in the Entrance and Approach Channel, plus one foot allowable over-dredge depth in all areas. Disposal was authorized for the state- and federally authorized Alcatraz disposal site (SF-11) or a state and federally authorized ocean or upland disposal/reuse site. Approximately 100,800 cy of material was dredged in 2003 and disposed at the state- and federally authorized Alcatraz disposal site (SF-11).
- Amendment No. Two expanded the permitted dredge footprint to the entire marina while switching the dredge depths of Basin 1 and 2 to -8 feet MLLW and the Entrance Channel dredge depth to -10 feet. The dredging and disposal volume were not increased. Approximately 26,100 cy of material was dredged in 2006 and disposed at the state- and federally authorized Alcatraz disposal site (SF-11).
- Amendment No. Three granted a time extension to the work authorized in Amendment Nos. One and Two to July 14, 2020. Approximately 33,200 cy of material was dredged in 2010 and disposed at the state- and federally authorized Alcatraz disposal site (SF-11).
- Amendment No. Four authorizes maintenance dredging, over ten years, up to 300,000 cy of material to a depth of -8 feet MLLW in Basin 1 and 2, -10 feet MLLW in the Entrance Channel, and -12 feet MLLW in the Approach Channel, plus one foot allowable over-dredge depth in all areas. Disposal is authorized for the state- and federally authorized Alcatraz disposal site (SF-11) or an authorized upland disposal/beneficial reuse site. While approximately 139,900 cy of material remained under the authorized work of Amendment Nos. One, Two, and Three, the permittee requested 300,00 cy of dredging through 2027 to be consistent with the new ten-year permits requested of the US Army Corps of Engineers and the Water Board. To maintain consistency, the remaining volume authorized for Amendment Nos. One, Two, and Three is now voided (Amendment No. Four).
- Amendment No. Five incorporated authorization for two feet of over dredge depth and updated the exhibits for the permit. No other changes were made (Amendment No. Five).

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.
- 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 (*call for a copy of the form or download it from our website*). 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. Four).
- 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.
- 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 and/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.
- 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 amended permit and any plans approved in writing by or on behalf of the Commission.
- 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 amended permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer.
- 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. Four).
- 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.

- 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.
- 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 and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the amended 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.

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

DocuSigned by:

FD166E908010417...

LAWRENCE J. GOLDZBAND

Executive Director

San Francisco Bay Conservation and
Development Commission

LG/BG/rc

cc: U.S. Army Corps of Engineers, Attn: James Mazza
Environmental Protection Agency, Attn: Sahrye Cohen
S.F. Bay Regional Water Quality Control Board, Attn: Lindsay Whalin
S.F. Bay Regional Water Quality Control Board, Attn: Kevin Lunde
State Lands Commission, Attn: Dobri Tutuvo
California Department of Fish and Wildlife (Marine Region), Attn: Arn Aarreberg

PERMIT NO. M1993.014.05
County of San Mateo, Parks and Recreation Division

December 20, 2021
Page 13

NOAA Fisheries, Attn: Gary Stern
U.S. Fish and Wildlife Service, Attn: Kim Squires
Anchor QEA, Attn: Mr. Josh Burnham
Anchor QEA, Attn: Ms. Jaclyn Gnusti

* * * * *

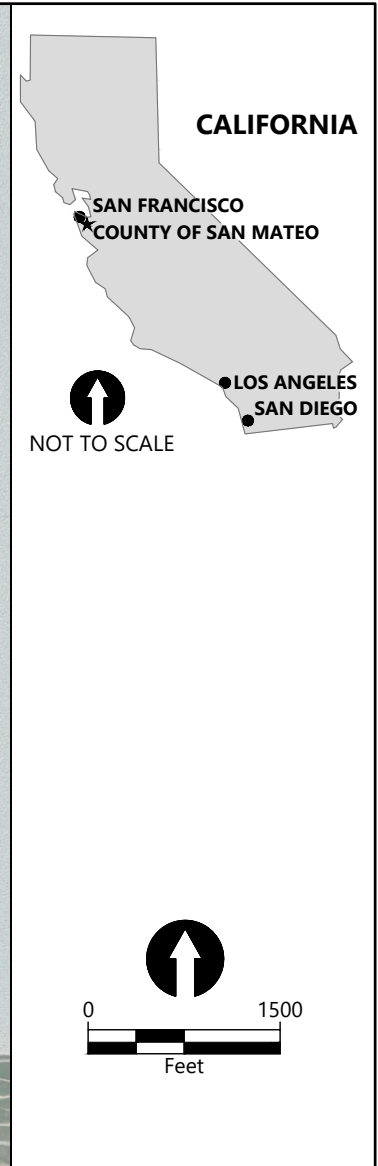
Receipt acknowledged, contents understood and agreed to:

Executed at _____
Applicant

On _____ By: _____

Title

K:\Projects\1401-County of San Mateo Park Department\Coyote Point Marina 2021 Dredging\Construction Plans\1401-PMT-002 VICINITY MAP.dwg Figure 1
Nov 10, 2021 9:32am dholmer



PURPOSE: MAINTENANCE DREDGING
HORIZONTAL DATUM: CALIFORNIA, ZONE 3, NAD83, US FOOT
VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW)
AERIAL IMAGE: ©2019 Microsoft Corporation ©2019
DigitalGlobe ©CNESS (2019) Distribution Airbus (DS)

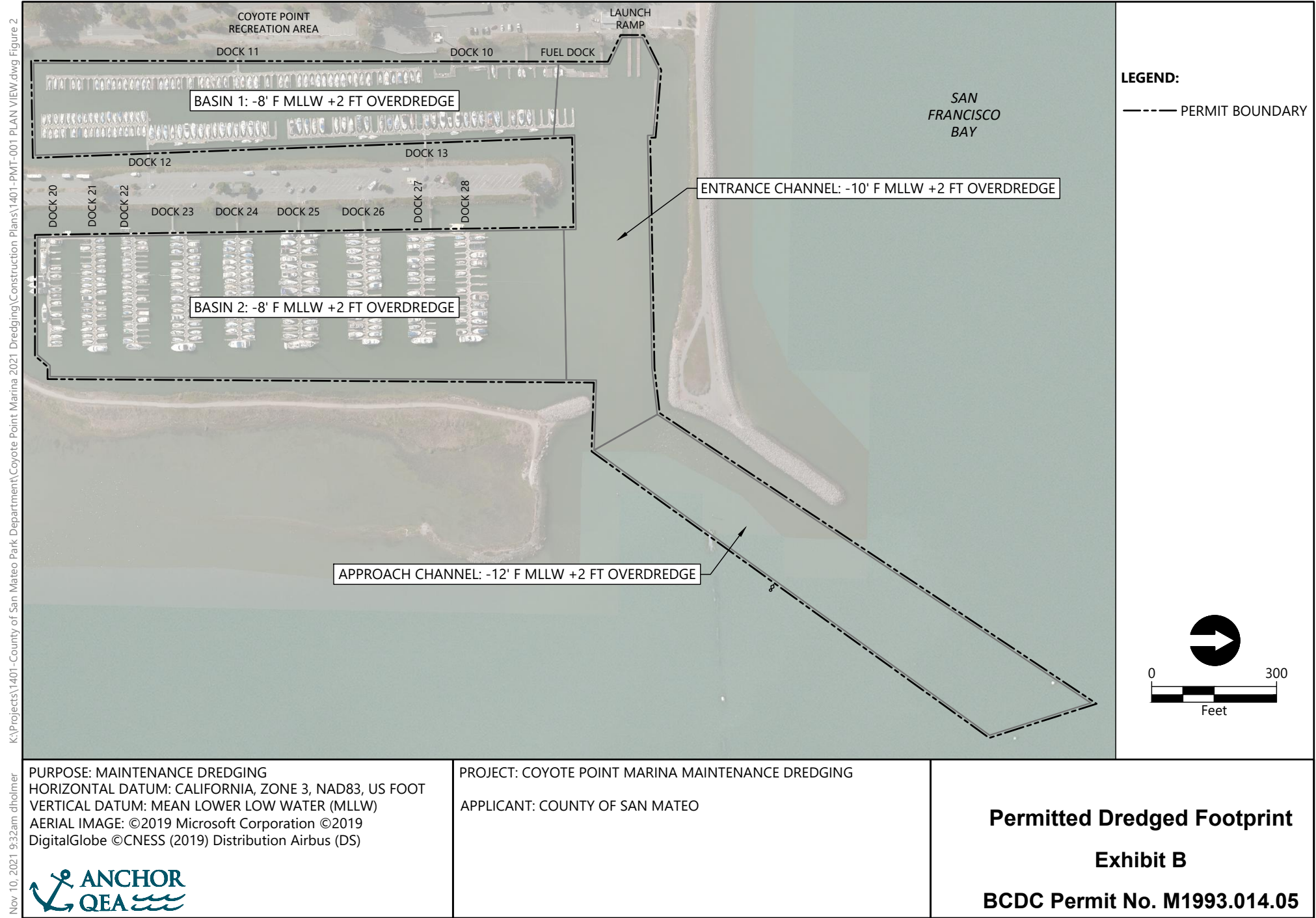
PROJECT: COYOTE POINT MARINA MAINTENANCE DREDGING
APPLICANT: COUNTY OF SAN MATEO



VICINITY MAP

Exhibit A

BCDC Permit No. M1993.014.05



PERMIT NO. 1993.14.05

PERMITTEE: County of San Mateo

NOTICE OF COMPLETION AND DECLARATION OF COMPLIANCE

San Francisco Bay Conservation
and Development Commission
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102

Ladies and Gentlemen:

You are hereby informed that the work authorized by the above-referenced permit was completed on _____.

I have personally reviewed the terms and conditions of the permit, the final plans approved by or on behalf of the Commission, and the completed project and hereby certify that the project is in compliance with all terms and conditions of the permit and conforms to the plans previously reviewed and approved by or on behalf of the Commission. I further certify that all conditions of the permit, particularly with regard to plan review, public access areas and improvements, recordation, open space restrictions and other special conditions have been met.

I, _____, hereby declare under penalty of perjury that the foregoing is true and correct and that if called upon to testify to the contents of this notice, I would so testify.

Executed on this _____ day of _____,

20____, at _____, California.

(Location)

(Permittee)

(Title)

PLACEHOLDER FOR

Dredging Permit

Regional Water Quality Control Board Water Quality Certification

Channel Marker Pile Permit
U.S. Army Corps of Engineers Permit

MEMORANDUM FOR RECORD

SUBJECT: Department of the Army Memorandum Documenting General Permit Verification

1.0 Introduction and Overview

Information about the proposal subject to one or more of the United States Army Corps of Engineers' (Corps') regulatory authorities is provided in Section 1, detailed evaluation of the activity is found in Sections 2 through 4 and findings are documented in Section 5 of this memorandum. Further, summary information about the activity including the administrative history of actions taken during project evaluation is attached (ORM2 summary) and incorporated into this memorandum.

NOTE: This template uses the term pre-construction notification (PCN) to identify when notification is sent to the Corps to evaluate a proposed activity on a case-by-case basis to ensure that the activity will cause no more than minimal adverse environmental effects, individually and cumulatively for verification under a general permit (GP). While PCN is commonly associated with Nationwide Permit (NWP) verification requests, this document uses the term PCN for notification sent to the Corps for all GP verifications (i.e., NWPs, Regional GPs, Programmatic GPs).

1.1 Applicant name

Mr. Nicholas Calderon, San Mateo County

1.2 Activity location

1900 Coyote Point Drive, San Mateo, San Mateo County, CA 94401, in the San Francisco Bay (lat.: 37.592297, long.: -122.313667)

1.3 Description of activity requiring verification

Work within U.S. Army Corps of Engineers' (Corps) jurisdiction would include the like-for-like replacement of a damaged channel marker pile in the entrance of the marina. A floating crane barge would be used to remove the existing pile. Slings would be used at first to try to pull the pile out, using water jetting if necessary, to overcome the soil reaction force of skin friction on the pile. If the pullout is unsuccessful or an embedded portion of the pile remains, the pile would be sawcut at two feet below the mudline, where feasible, and abandoning the remaining portion. The pile to be installed is a prestressed concrete pile manufactured with high-strength concrete. The pile would be installed using a floating derrick barge, an impact hammer, and driving leads. The impact hammer would provide the required resistance for a blow count of 10 blows per inch unless approved otherwise by the engineer. A pile cushion would be utilized to protect the driving head and to minimize noise. The replacement pile would be fitted with lighting and signage denoting the assigned pile number. Work will not require placement of fill within the San Francisco Bay. All work shall be completed in accordance with the plans and drawings titled "USACE File

#2021-00292, Coyote Point Marina, Nav Pile Replacement USACE, Figure 1 to 1,” provided as enclosure 1.

1.4 Existing conditions and any applicable project history:

The marina is located on Coyote Point, a shallow peninsula and recreation area, in the San Francisco Bay, in the City of San Mateo. The proposed project site has been developed as a marina since the 1950s, with major development in the 1960s. The marina is part of a larger recreational area, including a park, beach, and hiking trails, with other recreational areas nearby, including a golf course and gun club. The marina has two levees protecting the mouth of the marina. The northern levee is heavily armored with riprap facing the San Francisco Bay and the mouth of the marina. The northern levee is approximately 35% vegetated. The eastern levee has riprap on the side facing the mouth of the marina, and sparse riprap facing the San Francisco Bay, with a majority of the levee unarmored. The western levee has vegetation covering 85%-90% its surface, with a wetland area on the eastern side of the levee.

1.4.1 Jurisdictional Determination

Is this project supported by a jurisdictional determination? No Jurisdictional Determination

Project would involve only work in Section 10 waters and no jurisdictional determination is required.

1.5 Permit authority

Table 1 – Permit Authority	
Section 10 of the Rivers and Harbors Act (33 USC 403)	X
Section 404 of the Clean Water Act (33 USC 1344)	

1.6 Applicable Permit

Nationwide Permit (NWP); 1 (Aids to Navigation)

1.7 Waiver Discussion

Does the activity require a written waiver? No

•

2.0 Evaluation of the Pre-Construction Notification (PCN)

2.1 Direct and indirect effects caused by the GP activity

Direct effects of the proposed project would be short-term increase in water sound and degradation of water quality, dispersal of contaminants and increased turbidity in the immediate area where the pile would be replaced and new pile installed. These temporary impacts would minimal and would not be expected to extend beyond the mouth of the marina.

Indirect effects of the project would be increased safety around the marina.

2.2 Site specific factors

The project site is a marina with a developed shoreline and there are no eelgrass beds in the marina.

2.3 Coordination

2.3.1 Interagency Coordination

Was the PCN coordinated with other agencies? No

2.3.2 Corps internal coordination

Was the PCN coordinated with other Corps business lines? No

3.0 Mitigation

3.1 Avoidance and minimization

Provide brief description of how the activity has been designed on-site to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site:

This is a maintenance project that has no permanent impacts to waters of the U.S.

Describe other mitigative actions including project modifications implemented to minimize adverse project impacts? (see 33 CFR 320.4(r)(1)(i))

Proposed avoidance and mitigation measures include working during NMFS approved work schedules for boat dock, piers, wharfs, overwater docks, and similar overwater structure projects in the San Francisco Bay: June 15 – November 30 and only working during daylight hours. Additionally, during the pile driving stage of constructions, a wooden cushion would be utilized to reduce sound pressure levels and a relatively light hammer would be used. All observations of stranded marine mammals or sea turtles would be reported immediately. NMFS approved observers would be present at the project site to perform visual scans prior to commencement of pile installation or removal activities. If any marine mammals are spotted, all construction activities would be stopped until the animal has left the area and been absent for 30 minutes before starting activities again. Any time pile installation or removal activity needs to be increased, a ramp-up procedure would be used involving a slow increase in the intensity of activity to avoid impacts to animals that may be utilizing habitat in the vicinity of the project area. All equipment refueling and maintenance of land-based equipment would occur outside of standing water and appropriate measures would be implemented to prevent the discharge of fuels or other contaminants into waterways in the event of a spill. All equipment would be maintained and inspected daily for leaks and repaired or removed from service if repairs are not

possible. Best management practices would be utilized to control erosion, sedimentation and protect waters from contaminants. No work would occur during wet weather or where saturated ground conditions exist. If a 60% chance of one-half inch of rain or more within a 24-hour period is forecasted, then the site shall be treated with erosion control measures and construction operations would cease until 24 hours after rain has ceased.

3.2 Compensatory mitigation requirement

Is compensatory mitigation required for unavoidable impacts to jurisdictional aquatic resources to reduce the individual and cumulative adverse environmental effects to a minimal level? No

4.0 Compliance with Other Laws, Policies and Requirements

4.1 Section 7(a)(2) of the Endangered Species Act (ESA)

4.1.1 ESA action area

The ESA action area comprises all jurisdictional waters of the United States within the project area, as well as the areas immediately upslope from jurisdictional waters where staging and construction access for work within jurisdictional waters would occur. The ESA action area is the approximately 5.6 acre marina area.

4.1.2 Lead federal agency for Section 7 of the ESA

Has another federal agency been identified as the lead agency for complying with Section 7 of the ESA with the Corps designated as a cooperating agency and has that consultation been completed? No

4.1.3 Listed/proposed species and/or designated/proposed critical habitat

Are there listed or proposed species or designated critical habitat or proposed critical habitat that may be present or in the vicinity of the Corps' action area?

Yes

Effect determination(s), including no effect, for all known species/habitat, and basis for determination(s):

The project may affect, but is not likely to adversely affect, California Central Coast DPA of steelhead (*Oncorhynchus mykiss*), or the southern DPS of North American Green Sturgeon (*Acipenser medirostris*) or designated critical habitat for these species. The effects of the proposed action are reasonably likely to include degradation of water quality, increased turbidity, and elevated underwater sound levels during pile replacement, but the Corps would restrict in-water construction to the period between June 15 and November 30 when federally-listed salmonids are unlikely to be present. The increased levels of suspended sediment and turbidity would be localized and would rapidly return to

background levels with tidal circulation. Though green sturgeon, unlike salmonids, may be present in the project area year-round, the species is relatively tolerant of higher turbidity levels. Any negative effects would be temporary and minor during construction. The project would utilize a relatively light drop hammer, wooden block cushions and slow ramp up procedures to reduce sound pressure levels to avoid impacts to listed species as well as marine mammals in the project vicinity.

4.1.4 Section 7 ESA consultation

Consultation with either the National Marine Fisheries Service and/or the United States Fish and Wildlife Service was initiated and completed as required, for any determinations other than “no effect” (see the attached ORM2 Summary sheet for begin date, end date and closure method of the consultation)

The Corps requested concurrence on our determination and inclusion of this project in the 2018 NLAA Program. NMFS concurred with the determination and that the project met the criteria for inclusion in the 2018 NLAA Program via email on September 20, 2021.

4.2 Magnuson-Stevens Fishery Conservation and Management Act (Magnuson Stevens Act), Essential Fish Habitat (EFH)

4.2.1 Lead federal agency for EFH provisions of the Magnuson-Stevens Act

Has another federal agency been identified as the lead agency for complying with the EFH provisions of the Magnuson-Stevens Act with the Corps designated as a cooperating agency and has that consultation been completed? No

4.2.2 Magnuson-Stevens Act

Did the proposed project require review under the Magnuson-Stevens Act?

Yes, the proposed project would have an adverse effect on EFH due to temporary impacts to water quality and increased sound levels.

If “yes,” state that the district engineer determined the proposed activity may adversely affect EFH and thus requires EFH consultation with NMFS.

4.2.3 EFH species or complexes

Were EFH species or complexes considered? Yes, Pacific Coast Groundfish, Pacific Coast Salmon, and Coastal Pelagic Species.

Effect determination and basis for that determination: The proposed project would have an adverse effect on EFH due to temporary impacts to water quality and increased sound levels.

4.2.4 National Marine Fisheries Service consultation

Consultation with the National Marine Fisheries Service was initiated and completed as required (see the attached ORM2 Summary sheet for begin date, end date and closure method of the consultation)

On September 20, 2021, the NMFS included the project under the 2018 NLAA Program and NMFS did not provide any additional conservation measures.

4.3 Section 106 of the National Historic Preservation Act (NHPA)

4.3.1 Section 106 permit area

The permit area includes those areas comprising waters of the United States that will be directly affected by the proposed work or structures, as well as activities outside of waters of the U.S. because all three tests identified in 33 CFR 325, Appendix C(g)(1) have been met.

Final description of the permit area: The approximately 5.6 acre marina project site.

4.3.2 Lead federal agency for Section 106 of the NHPA

Has another federal agency been identified as the lead federal agency for complying with Section 106 of the NHPA with the Corps designated as a cooperating agency and has that consultation been completed? No

4.3.3 Historic properties

Known historic properties? No

Effect determination and basis for that determination: There is no potential to cause an effect to historic properties. The APE is relatively small and is limited to an area within Section 10 navigable waters that has already been impacted by an existing wharf structure and piles. The proposed work would not substantially increase the project footprint into previously undisturbed areas.

4.4 Tribal Trust Responsibilities

4.4.1 Tribal government-to-government consultation

Was government-to-government consultation conducted with federally-recognized tribe(s)? No

4.4.2 Other Tribal consultation

Other Tribal consultation including any discussion of Tribal Treaty rights? N/A

4.5 Section 401 of the Clean Water Act – Water Quality Certification (WQC)

4.5.1 Section 401 WQC requirement

Is a Section 401 WQC required, and if so, has the certification been issued or waived?

A general WQC has been waived.

Project is applying under Nationwide Permit 1; Aids to Navigation, which is pre-certified with the issuance of the 2017 nationwide permits.

4.5.2 401(a)(2) Process

If the certifying authority granted an individual WQC, did the United States Environmental Protection Agency make a determination that the discharge ‘may affect’ water quality in a neighboring jurisdiction? No

4.6 Coastal Zone Management Act (CZMA)

4.6.1 CZMA consistency concurrence

Is a CZMA consistency concurrence required, and if so, has the concurrence been issued, objected, or presumed?

An individual CZMA consistency concurrence is required and has not been issued, objected, or presumed to date. A provisional notification will be provided to the applicant.

4.7 Wild and Scenic Rivers Act

4.7.1 National Wild and Scenic River System

Is the project located in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system? No

4.8 Effects on Corps Civil Works Projects (33 USC 408)

4.8.1 Permission requirements under Section 14 of the Rivers and Harbors Act (33 USC 408)

Does the applicant also require permission under Section 14 of the Rivers and Harbors Act (33 USC 408) because the activity, in whole or in part, would alter, occupy, or use a Corps Civil Works project?

No, there are no federal projects in or near the vicinity of the proposal.

4.9 Other (as needed)

N/A

4.10 Compliance Statement

The Corps has determined that it has fulfilled its responsibilities under the following laws, regulations, policies, and guidance:

Table 4 – Compliance with Federal Laws and Responsibilities		
Laws, Regulations, Policies, and Guidance	Yes	N/A
Section 7(a) (2) of the ESA	X	
EFH provisions of the Magnuson-Stevens Act	X	
Section 106 of the NHPA		X
Tribal Trust		X
Section 401 of the Clean Water Act	X	
CZMA	X	
Wild and Scenic Rivers Act		X
Section 408 - 33 USC 408		X
Other: N/A		

5.0 Special Conditions

5.1 Special condition(s) requirement(s)

Are special conditions required to ensure minimal effects, ensure the authorized activity is not contrary to the public interest and/or ensure compliance of the activity with any of the laws above?

Yes

5.2 Special conditions

Special Condition 1: The NMFS concurred with the determination that the project is not likely to adversely affect steelhead (*Oncorhynchus mykiss*) and the North American green sturgeon (*Acipenser medirostris*) and designated critical habitat for these species. This concurrence was premised, in part, on project work restrictions and the description of the proposed action outlined in 2018 NLAA Programmatic, https://www.spn.usace.army.mil/Portals/68/docs/regulatory/BOs/Prog/NMFS_PBO_NLAA_2018.pdf. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.

Rationale: *This condition is necessary to ensure compliance with Section 7 of the Endangered Species Act for impacts to threatened and/or endangered species and*

Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act for adverse effects to essential fish habitat (16 USC 1531 et seq.; 16 USC 1801, et seq.; 50 CFR 402; 50 CFR 600; 33 CFR 320.4(j)(4); 33 CFR 325.2(b)(5); 33 CFR 325.4(a)(1)).

Special condition: 2. Incidents where any individuals of steelhead or North American green sturgeon listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources, at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved, and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

Rationale: Required per May 5, 2015, Guidance Concerning the Implementation of November 2014 Biological Opinion on the 2012 Nationwide Permits issued by NOAA Fisheries- Special Condition to be Added to Nationwide Permit Verification Letters: “The Corps will issue guidance to its districts to include a Special Condition to NWP verification letters, to require permittees to report incidents where any individuals of fish, marine mammals, abalone, coral or marine plant species listed under the ESA appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by a NWP.” This guidance is in the process of being revised for the 2017 Nationwide Permits.

Special Condition 3: All appropriate best management practices shall be implemented throughout the project site to help minimize sediment disturbance and suspension within the water.

Rationale: This condition is necessary to minimize adverse impacts to water quality, from construction activities, to the maximum extent practicable (33 CFR 320.3(a), 33 CFR 320.4(d), 33 CFR 325.4(a)(3)).

6.0 Determination

6.1 General Permit Statement

The activity will result in no more than minimal individual and cumulative adverse effects on the aquatic environment and will not be contrary to the public interest, provided the permittee complies with the special conditions identified above.

6.2 Compliance Statement

This activity, as described, complies with all terms and conditions of the permit identified in Section 1.6.

PREPARED BY:

Jordan Harroun
Regulatory Project Manager

Date: November 8, 2021

REVIEWED AND APPROVED BY

Katerina Galacatos
Regulatory South Branch Chief

Date: November 8, 2021

PLACEHOLDER FOR
Channel Marker Pile

Bay Conservation and Development Commission Permit

PLACEHOLDER FOR

Guide Pile Permit

U.S. Army Corps of Engineers Permit

PLACEHOLDER FOR
Guide Pile Permit

Bay Conservation and Development Commission Permit

Appendix F

Grain Size Information

Analyte	Sample ID CPM-DU2-Comp	Bay Background ¹ <100% fines	SF DODs Reference ²	MWRP Screening Criteria ³	
				Cover	Foundation
% Solids	39.3	-	-	-	-
% TOC	1.40	-	0.63-1.45	-	-
<i>Grain Size</i> (% dry wt)					
Gravel (>2.00 mm)	0	<100% fines	16-60	NA	NA
Sand (0.0625 mm to 2.00 mm)	0.74		25-62		
Silt (0.0039 mm to 0.0625 mm)	64.59		13-24		
Clay (< 0.0039 mm)	34.66		-		
Percent fines (Silt+Clay)	99.26		-		

Notes:

1 - San Francisco Estuary Institute: Updated Ambient Concentrations of Toxic Chemicals in San Francisco Bay Sediments (SFEI 2015).

2 - SF-DODS Reference Database (USEPA 2021).

3 - Montezuma Wetlands Restoration Project Waste Discharge Requirements Order No. R2-2012-0087 (SFRWQCB 2012).

PROPOSAL SECTION

1.	Complete Bidder's Information Sheet	1
2.	Complete Bid Proposal Sheet	3
3.	Complete Acknowledgement of Site Visit Form	7
4.	Check off for Bidder's Security (cash, cashier's check, certified check, or bidder's bond)	8
5.	Complete Principal(s) and Title(s) Sheet	10
6.	Complete State Contractor's License No. and Department of Industrial Relations Registration No. Sheet	11
7.	Complete Subcontractor List Sheets	12
8.	Complete Certification of Intent Sheet	17
9.	Equal Employment Opportunity Sheets:	
	i. Complete Questionnaire for Bidder Sheet	18
	ii. Complete Contractor Report Form	21
10.	Complete Equal Benefits Compliance Declaration Form	27
11.	Complete Employee Jury Service Compliance Declaration Form	31
12.	Complete Non-Collusion Declaration Form	32
13.	Complete Certification of Bidder's Qualifications & Experience Form ...	33

**PROPOSAL TO THE COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

**COYOTE POINT MARINA
MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT**

**WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061**

NAME OF BIDDER: _____
STREET ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL FOR OFFICIAL NOTIFICATIONS: _____

The work for which this proposal is submitted is for construction in accordance with the Special Provisions and Agreement annexed hereto, the project plans described below, and the Department of Transportation Standard Plans, Revised Standard Plans, Standard Specifications, Revised Standard Specifications, 2018 edition, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

LOCATION OF WORK

The work will be done in accordance with the Special Provisions and Agreement annexed hereto, and in accordance with the Standard Specifications of the County of San Mateo.

The location and details of said work are further shown on the Plans titled **“Coyote Point Marina Maintenance Dredging and Pile Replacement,”** File E5061 in the Department of Public Works.

**TO THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the Plans and Specifications therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of San Mateo, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefor the following unit prices, to wit:

PROPOSAL TO THE COUNTY OF SAN MATEO

COYOTE POINT MARINA

MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT

**WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061**

SCHEDULE "A" (BASE BID)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	10	1	LS	Construction Waste Management	\$	\$
2	11	1	LS	Mobilization & Demobilization Dredging Equipment	\$	\$
3	22	10,300	CY	Dredge Area A with Disposal at SF-11	\$	\$
4	22	9,500	CY	Dredge Area B with Disposal at SF-11	\$	\$
TOTAL						\$

Notes: (F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

Proposal continued on next page.

SCHEDULE "B" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
5	22	32,500	CY	Dredge Area C with Disposal at SF-11	\$	\$
TOTAL						\$

SCHEDULE "C" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
6	22	6,900	CY	Dredge Area D with Disposal at SF-11	\$	\$
TOTAL						\$

SCHEDULE "D" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
7	22	6,700	CY	Dredge Area E with Disposal at SF-11	\$	\$
TOTAL						\$

Notes: (F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

Proposal continued on next page.

SCHEDULE "E" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
8	22	13,500	CY	Dredge Area F with Disposal at SF-11	\$	\$
TOTAL						\$

SCHEDULE "F" (OPTIONAL ADDITIVE)

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
9	11	1	LS	Mobilization & Demobilization Pile Driving Equipment	\$	\$
10	23	1	EA	Concrete Navigation Pile Furnish and Install	\$	\$
11	25	1	EA	Steel Guide Pile Furnish and Install	\$	\$
TOTAL						\$

Notes: (F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

Proposal continued on next page.

PROPOSAL SUMMARY
COYOTE POINT MARINA

MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT

**WITH APPURTENANT WORK THERETO
IN SAN MATEO COUNTY**

**COUNTY PROJECT NO. OD516
PROJECT FILE NO. E5061**

SCHEDULE "A" (BASE BID):	\$	
SCHEDULE "B" (OPTIONAL ADDITIVE):	\$	
SCHEDULE "C" (OPTIONAL ADDITIVE):	\$	
SCHEDULE "D" (OPTIONAL ADDITIVE):	\$	
SCHEDULE "E" (OPTIONAL ADDITIVE):	\$	
SCHEDULE "F" (OPTIONAL ADDITIVE):	\$	

ACKNOWLEDGEMENT OF SITE VISIT

I hereby acknowledge that a representative or representatives from our firm has/have visited the site as required for acceptance of bid for the project “**COYOTE POINT MARINA MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT.**” Proposal packages from contractors who do not return this form, fully executed, will not be accepted.

Name of Firm

Name(s) of Visiting Representative(s)
(Please Print)

Job Title

Date of Visit

Acknowledged by,

Name (Please Print)

Job Title

Signature

Date Signed

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit

basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- ☐ Cash
- ☐ A Cashier's Check (made payable to the "County of San Mateo")
- ☐ A Certified Check (made payable to the "County of San Mateo")
- ☐ A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo") in the amount equal to at least ten percent (10%) of the total bid.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

PROVISIONS OF LABOR CODE

The Contractor shall be required to comply with all the payroll and apprenticeship provisions of Chapter 1, Division 2, Section 1776 and 1777.5 of the California Labor Code.

BIDDER'S FINANCIAL RESPONSIBILITY TECHNICAL ABILITY & EXPERIENCE

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

The names of all persons interested in the foregoing Proposal as principals are
as follows:

<hr/>	
(Name of Corporation, Co-partnership, Individual)	
<hr/>	
<hr/>	<hr/>
(Name and Title)	(Name and Title)
<hr/>	
<hr/>	<hr/>
(Name and Title)	(Name and Title)
<hr/>	
<hr/>	<hr/>
(Authorized Signature of Bidder)	(Authorized Signature of Bidder)

*(NOTICE: If the Bidder is a corporation, the legal name of the corporation and the names of the president, secretary, treasurer, and manager thereof shall be set forth together with the signature of the officer or officers authorized to sign Contracts in behalf of the corporation; if the Bidder is a co-partnership, the true name of the firm and the names of the principal partners shall be set forth together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and, if the Bidder is an individual, his full name shall be set forth and his signature shall be as the authorized officer. If the signature is by an agent, other than by an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.)

Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents.

The undersigned is licensed by the Contractor's State License Board of the State of California to perform the work hereinafter described, which State Contractor's License No. is:

State Contractor's License No.: _____
(Expires: _____**)**

Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Department of Industrial Relations Registration No.: _____
(Expires: _____**)**

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address and telephone number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 5-1.13, "Subcontracting", of the Standard Specifications.

SUBCONTRACTORS

1. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
2. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
3. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
4. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____

SUBCONTRACTORS

(Continued)

5. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
6. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
7. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
8. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____
9. Name: _____ Item No(s). _____
Address: _____ Dollar Amount: \$ _____
Tel: (____) _____ Percent of Total Bid: _____ %
License No.: _____
Department of Industrial Relations Registration No.: _____

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

A. CONTRACT COMPLIANCE PROGRAM

The purpose of the **Contract Compliance Program** is two-fold:

- 1. To prohibit and eliminate employment discrimination; and**
- 2. To further the opportunities for minority persons to be gainfully employed in County construction contracts.**

The program requires equal employment opportunity efforts by Contractors to employ minority workers on the County's construction projects. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. The Contractor will take equal employment opportunity actions to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex; with the goal that the ethnic composition of the Contractor's work force will approximate the ethnic composition of the population of San Mateo County. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training.

The **San Mateo County Equal Employment Opportunity Program** requires the Contractor to make two certifications. The first assures compliance with laws prohibiting discrimination. The second concerns the intent to develop and implement an equal employment opportunity program.

The Contractor is further required to:

1. Post “**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**”, including the statement: “**AN EQUAL OPPORTUNITY EMPLOYER**”, in all announcements of job openings;
2. Permit access by County and State compliance officials to his employment records; and
3. File monthly reports on prescribed forms:

A. Monthly Manpower-Utilization Report

- B. **Weekly payroll Form WH-347** (which form can be found on the U.S. Department of Labor, Wage & Hour Division website, which website is addressed as <http://www.dir.ca.gov/dlsr/PWD/Northern.html>)
- C. **Statement of Compliance** (which form is on the back of payroll form WH-347 or separate form WH-348, as requested by the County's contract compliance representative)
- D. Assign an equal opportunity officer full time or as additional duty.

Union employees are to be recruited according to applicable labor agreements. If non-union employees are recruited for the project, the Contractor shall make use of minority-oriented news media and referral sources. The Contractor shall inform all subcontractors hired by him on the project(s) of their obligations under this program; and Contractor **will be responsible for the compliance with these regulations by his subcontractors.**

For failure to comply with the non-discrimination section, the Contractor is subject to a penalty of **two percent (2%) of the total amount payable for each working day during which he was found to be in non-compliance, or the cancellation of the contract in part or whole.**

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, 5th Floor, Redwood City, California, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

CERTIFICATION OF INTENT

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

Signature and Title of Authorized Representative or Bidder

Date

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

QUESTIONNAIRE FOR BIDDER

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE
COMPANY AND SUBMITTED WITH THE BID.

PROJECT: Coyote Point Marina Maintenance Dredging and Pile Replacement Project

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

1. _____ Yes _____ No Have you read and are you acquainted with the
Equal Employment Opportunity Requirement of
the Executive Order 11246, Title VII of the **Civil
Rights Act of 1964**, the California Fair
Employment Practices Act and **Title 2, Chapter
2.50** of the San Mateo County Ordinance Code?

2. _____ Yes _____ No Does your employment advertising state that you
are an Equal Opportunity Employer?

3. _____ Yes _____ No Have all recruitment sources been advised that all
qualified applicants will be considered for
employment without regard to race, religion, color,
national origin, age, disability, ancestry, sexual
orientation, or sex?

4. _____ Yes _____ No Were any employees hired by means other than
the union hiring hall in the past year?

How many? _____

What positions? _____

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

6. How many apprentices do you employ? _____

How many of these are minorities? _____

7. _____ Yes _____ No

Do you have a program for upgrading and counseling present employees?

Describe: _____

8. _____ Yes _____ No

Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups _____

9. What percentage of your work force is covered by union agreement? _____

10. _____ Yes _____ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. _____ Yes _____ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM
(To Be Submitted with Original Bid)**

PROJECT: Coyote Point Marina Maintenance Dredging and Pile Replacement Project

DATE: _____

NAME OF BIDDER: _____

NAME OF PERSON SUBMITTING REPORT: _____

RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

Minority Employees										
Job Classification	Total (All Employees)	Ethnicity								
		American-Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentified (3)
Total (s)										

- Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.
 (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.
 (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

SECTION III-A. GENERAL EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026

CHAPTER 2.84

ORDINANCE NO. 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

Chapter 2.84 CONTRACTS – EQUAL BENEFITS

2.84.010 Definitions.

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
(Ord. 4324, 08/15/06)

2.84.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

2.84.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
 2. Contractual remedies, including, but not limited to termination of contract.
 3. Liquidated damages in the amount of \$2,500.

- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.84.050 Date of Application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

Section 2. Severability – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
(To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____
Contact Person: _____
Address: _____
Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No
Does the Contractor provide benefits to spouses of employees? _____ Yes _____ No
*If the answer to one or both of the above is no, please skip to Section IV. *

III Equal Benefits Compliance (Check One)

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.84, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before July 1, 2001. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)
The Contractor is under a collective bargaining agreement which began **on or before July 1, 2001** and expires on _____ (date). (Section 2.84.050)
-

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____ at _____, _____.
(City) (State)

Signature

Name (Please Print)

Title

Contractor Tax Identification Number

B. CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269

CHAPTER 2.85

ORDINANCE NO 04269

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE

2.85.010 Definitions

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor jury service policy

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 Powers and duties of the County Manager

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and

- (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

COUNTY OF SAN MATEO
Employee Jury Service Compliance Declaration Form
(To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____
Contact Person: _____
Address: _____
Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

*If the answer to the above is no, please skip to Section IV. *

III Contractor Employee Jury Service Compliance (Check One)

- ☐ Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- ☐ The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- ☐ No, the Contractor does not comply.
- ☐ (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before September 1, 2005. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)

The Contractor is under a collective bargaining agreement which began **on or before September 1, 2005** and expires on _____ (date). (Section 2.85.040)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20__ at _____, _____.
(City) (State)

Signature

Name (Please Print)

Title

Contractor Tax Identification Number

NON-COLLUSION DECLARATION FORM

THIS FORM SHALL BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

The undersigned declares:

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

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

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

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

(Print)

(Signature)

CERTIFICATION OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

(To Be Submitted With Proposal)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the project which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 4 is "yes", or if the answer to question 5 is "no", the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Has your contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
3. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No
4. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No
5. The Bidder has been engaged in the contracting business, under the present business name for at least 5 years and has experience in work of a nature similar to this project?
☐ Yes ☐ No

B. COMPANY EXPERIENCE

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

For the County of San Mateo to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least two projects that involved mechanical dredging of sediments from a shallow-water marina and one project that involved installation of concrete or steel piling, all of which occurred within the San Francisco Bay area within the last five (5) years.

Any projects listed below which are not as defined above will not be considered by the County of San Mateo in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work when acting as a general contractor or ten percent (10%) of the Work when acting as a subcontractor on each of the projects listed below. The County of San Mateo considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name & Description:** _____

Owner: _____
General Contractor or Subcontractor for Project: _____
Work Performed: _____
Total Construction Cost: \$ _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

2. **Project Name & Description:** _____

- Owner:** _____
- General Contractor or Subcontractor for Project:** _____
- Work Performed:** _____
- Total Construction Cost: \$** _____
- Dollar Amount of Bidder's Work: \$** _____
- Construction Time:** _____ **Calendar Days**
- Owner's Representative:** _____
- Owner's Telephone No.:** _____
- Date of Substantial Completion:** _____
3. **Project Name & Description:** _____

- Owner:** _____
- General Contractor or Subcontractor for Project:** _____
- Work Performed:** _____
- Total Construction Cost: \$** _____
- Dollar Amount of Bidder's Work: \$** _____
- Construction Time:** _____ **Calendar Days**
- Owner's Representative:** _____
- Owner's Telephone No.:** _____
- Date of Substantial Completion:** _____
4. **Project Name & Description:** _____

Owner: _____

General Contractor or Subcontractor for Project: _____

Work Performed: _____

Total Construction Cost: \$ _____

Dollar Amount of Bidder's Work: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

5. Project Name & Description: _____

Owner: _____

General Contractor or Subcontractor for Project: _____

Work Performed: _____

Total Construction Cost: \$ _____

Dollar Amount of Bidder's Work: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

The undersigned hereby states that all representations regarding the Bidder's

Company Experience are correct and true.

Signed this _____ day of _____, 20____

Bidder's Company Name

Authorized Signature

Date

Name and Title of Signatory

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and _____, hereinafter called the "Contractor,"

W I T N E S S E T H:

THAT, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. Services to be performed by Contractor: The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Public Works of the County of San Mateo, hereinafter called "Engineer," for the project

COYOTE POINT MARINA MAINTENANCE DREDGING AND PILE REPLACEMENT PROJECT

WITH APPURTENANT WORK THERETO IN SAN MATEO COUNTY

COUNTY PROJECT NO. OD516 PROJECT FILE NO. E5061

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

II. Payments: The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated _____, , on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this

Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Public Works. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

III. Term: Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

one-hundred and eighty-one (181) WORKING DAYS

from the date of commencement of the work, which commencement shall be within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Engineer.

IV. Termination: This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done,

including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

V. Relationship of Parties: Contractor agrees and understands that the work/services performed under this Agreement are performed as independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

VI. Merger Clause: This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, 2018 edition, and are on file with the County Manager/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

VII. Surety Bonds: The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix B in the Special Provisions.

VIII. Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

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

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the

care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, and its officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, and its officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or its officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

Such statements, mentioned above, shall be included on a separate endorsement to be submitted to the County with the Certificate of Insurance.

Such insurance shall include:

1) Comprehensive General Liability \$1,000,000

2) Motor Vehicle Liability Insurance \$1,000,000

- C.** In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or subcontractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

D. Hold Harmless

The Contractor's attention is directed to Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications of the State of California,

Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo.

The provisions of Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or
3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
4. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

E. Compensation

All insurance required by the paragraphs of this section shall be obtained

and maintained by the Contractor at Contractor's own expense and County shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

F. Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

X. California Labor Code: The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California limiting the

hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1776 and 1777.5 of the California Labor Code.

XI. Non-Discrimination and Other Requirements:

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are

providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance:

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and

all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation; and/or
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) Examine Contractor's employment records with respect to compliance with this paragraph;
- ii) Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a

description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

XII. Compliance with County Employee Jury Service Ordinance:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

XIII. Termination of Agreement: The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed

on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

XIV. Compliance with Laws: The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Controlling Law: The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

XV. Contract Assignability: Neither party to the Contract shall assign the

Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

XVI. COVID-19: This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

Although this Project is proceeding as an Essential Infrastructure Project as determined by the County Board of Supervisors/County Manager, this determination could change in the future based on Health Orders issued by the San Mateo County Health Officer or State of California, or future determinations of the County Board of Supervisors/County Manager. Should future Health Orders or the County Board of Supervisors/County Manager directives preclude the Project from proceeding as scheduled, the County reserves the right to:

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**
- The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Manager.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the

following link:

<https://www.smchealth.org/post/health-officer-statements-and-orders>

XVII. Contract Materials: The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

XVIII. Retention of Records, Right to Monitor and Audit:

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

XVIII. Notices: Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either

being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ann M. Stillman, Interim Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063-1665
Facsimile: 650-361-8220
Email: astillman@smcgov.org

In the case of Contractor, to:

(Contractor Name)
(Contractor Address)
(City, State Zip)
Facsimile:
Email:

XIX. Contract Amount and Change Orders:

A. Contract Amount

The amount payable to Contractor under the terms of this agreement is _____ DOLLARS (\$_____).

B. Change Orders

The Board of Supervisors has authorized the Director of Public Works to execute change orders to modify the scope of work provided under this agreement, and to increase the County's maximum fiscal obligation to correspond to those changes. The Board of Supervisors has directed that in the event of change orders, the County's maximum fiscal obligation shall not exceed _____ DOLLARS (\$_____). Any payments in excess of the amount authorized by the Board of Supervisors will require additional approval of the Board of Supervisors.

XX. Proprietary Rights and Confidentiality: The requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

XXII. Electronic Signature: Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic and Facsimile Signatures Administrative Memo (B-29). Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

“County”

COUNTY OF SAN MATEO
State of California

BY: _____

**President, Board of Supervisors
County of San Mateo**

ATTEST:

Michael Callagy, County Manager/
Clerk of the Board of Supervisors

“Contractor”

Name of Contractor

BY: _____

(Authorized Signature and Seal of Bidder)