

**INVITATION FOR BIDS
CONTRACT No. 2017-03**

for

ROMEO PIER DEMOLITION

San Mateo County Harbor District



NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Harbor District Administrative Offices, San Mateo County Harbor District (District), either by U.S. Postal Service addressed to its mailing address, PO Box 1449, El Granada, CA 94018, or by courier or personal delivery to 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018, on **June 30, 2017, by 2:00 p.m., Pacific Standard Time**, at which time bids will be publicly opened and read for the following:

CONTRACT NO. 2017-03 **ROMEO PIER DEMOLITION**

The District seeks bids for **the demolition and disposal of Romeo Pier located at Pillar Point Harbor**. Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked "**CONTRACT NO. 2017-03 ROMEO PIER DEMOLITION**," and plainly endorsed with Bidder's name and address.

Bidders bidding as the prime contractor must possess a valid State of California **Class A Contractor's** License at the time of contract award. All subcontractors, if any, must be properly licensed by the State of California to perform specialized trades.

A mandatory pre-bid conference and site visit will be held prior to the date of bid opening. District staff will be available to answer general questions pertaining to the solicitation documents and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this solicitation shall be submitted to the District in writing as described in Special Provision 1.8. The pre-bid conference will take place on **June 7, 2017 at 10:30 am** at the San Mateo County Harbor District Office, 504 Ave Alhambra, 2nd Floor, El Granada, CA 94018. There will be a site visit immediately following the pre-bid conference. Any individuals who participate in the site visit must bring their own safety gear (hard hat, safety vest, safety glasses, and steel toed shoes) to wear during the site visit.

Bids must be accompanied by a deposit either in the form of a certified or cashier's check or Bidder's Bond, as described in the documents, which shall be applied to damages sustained by the District in the event that the successful Bidder fails or refuses to enter into a contract awarded to it by the District.

Requests for modifications or clarifications of any requirement must be submitted in writing to San Mateo County Harbor District, Director of Operations, John Moren by e-mail at jmoren@smharbor.com or by facsimile at (650) 583-4614 by **June 12, 2017 at 4:30 p.m., Pacific Standard Time**.

This is a Public Works Contract. The general prevailing rates of per diem wages and the general prevailing rates for regular (straight) time, holiday and overtime work in San Mateo County for each craft, classification and type of worker needed to execute the Contract shall be set forth in the current General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code Sections 1720 et seq. The current General Prevailing Wage Determinations are incorporated into the Contract, and are available at the California Department of Industrial Relations' website (www.dir.ca.gov/dlsr/DPreWageDetermination.htm). Should the general prevailing wage rates not specify a wage determination for a particular type of worker, attention is directed to 8 CCR 16202(b) regarding petitioning the Director of the California Department of Industrial Relations for a special wage

determination. Responsibility for labor law enforcement remains with the Division of Labor Standards Enforcement.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond, both in the amount set forth in the Special Provisions.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the District withholding funds from progress payments (retention) during the Project.

Bids will be examined and reported to the General Manager within ninety (90) calendar days after the bids have been opened. The District reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bid procedure, or to postpone the bid opening for good cause. No Bidder may withdraw its bid for a period of ninety (90) calendar days after the date of opening of the bids. Each Bidder will be notified of award of contract, if award is made.

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of bid, or else the bid may be rejected as non-responsive. (See Labor Code sections 1725.5 and 1771.1.) For federally funded projects, the contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a). Each bidder must submit proof of contractor registration with DIR (e.g. a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

The Bid Documents are available for download on the District's web site. To download the documents, open the District's web site home page at <http://www.smharbor.com>, click on "Romeo Pier Demo Bid Docs." Any Addenda will be posted to the District's website. Ultimately, it is the responsibility of the Bidder to check the District's website for any Addenda that may be issued relative to this Bid.

To inspect and obtain the Bid Documents or for additional information, please contact San Mateo County Harbor District, Director of Operations, John Moren by telephone at (650)741-9163, by facsimile at (650) 583-4614, or by e-mail at jmoren@smharbor.com.

Dated at El Granada, this May 24, 2017.

**CONTRACT NO. 2017-03
ROMEO PIER DEMOLITION**

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

SAN MATEO COUNTY HARBOR DISTRICT

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General Conditions and Instructions apply to all bids, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

1. **Definition of Terms.** Whenever in the Bid or Contract Documents the following terms or pronouns in place of them, or abbreviations are used the intent and meaning shall be interpreted as follows:

"District" shall mean San Mateo County Harbor District.

"Board," "Director," "Directors," or "Board of Directors" shall mean the five (5) member governing board of the San Mateo County Harbor District or members thereof.

"Secretary" means the Administrative Assistant/Deputy Secretary of the Board of the San Mateo County Harbor District.

"General Manager" means General Manager of the San Mateo County Harbor District.

"Contractor" means the successful bidder to whom a contract is awarded.

"Written Order" means a written order signed by the General Manager or properly authorized representative or agent, mailed to the Contractor at the address designated in the firm's Bid, or to such other address as may be designated in writing as its official place of business.

"Bid Documents" or "Contract Documents" mean the Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms and Addenda, if any.

"Bidder" or "Bid" means Proposer or Proposal, respectively.

2. **Explanations and Clarifications**

- A. **Request for Interpretation or Correction.** Prospective Bidders must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a Bid for the proposed Contract, to contact the Secretary and request in writing, before bidding, an interpretation or correction of every discrepancy, ambiguity, error or omission in any of the Contract Documents which should have been discovered by a reasonably prudent Bidder.

Any interpretation, change or correction of said Contract Documents will be made by addenda only, duly issued by the District. Copies of such addenda will be mailed or delivered to each firm receiving a set of said specifications. Upon such mailing or delivery, such addendum will become a part of the Contract Documents, and binding on all Bidders whether or not actual notices of such addenda are shown.

B. Interpretations or Corrections Binding. Only the written interpretation or correction so given by the District shall be binding. All oral modifications of the Contract Documents are void and ineffective.

3. **Form of Bid and Signature.** The Bid shall be made on the form provided and shall be enclosed in a sealed envelope marked and addressed as required. If the Bid is made by a sole owner, it shall be signed with the firm's full name and its address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall also sign its own name, and the name and address of each member of the firm shall be given; and if it is made by a corporation it shall be signed by **two** officers of the corporation, consisting of (1) the chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, assistant financial officer, or by a person authorized by the corporation to execute written Contracts on its behalf. If the Bid made by a corporation is signed by a person other than an officer, or by only one officer, there must be attached to the Bid a certified copy of a resolution of the corporation authorizing such officer or person to sign Bids on behalf of the corporation. If it is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization so to do. If it is made by an LLC, it must be signed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC. Bids submitted in any other form will be considered non-responsive and may be rejected.
4. **Bid Form.** Blank spaces in the Bid shall be properly filled. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the Bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors apparent on the face of the Bid shall be corrected and the mathematically correct total shall be used to determine the lowest Bidder.
5. **Unauthorized Conditions.** Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection. No telegraphic Bids or modifications will be considered.
6. **Submission of Bid.** Prior to the hour specified in the notice inviting sealed Bids, all Bids shall be delivered to the Secretary at the address shown in the Notice. All Bids shall be in a sealed envelope properly endorsed as to the item being Bid and the Bidder's name and address. No Bids received after said time or at any place other than the time and place as stated in the notice will be considered.
7. **Withdrawal of Bid.** Any Bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of Bids only by written request for the withdrawal of the Bid filed with the District. The request shall be executed by the Bidder or its duly authorized representative.

A telephonic request is not acceptable. The District will accept facsimile or email transmissions of properly executed requests that are received by the District prior to the time fixed in the public notice for the opening of Bids. The District will not be responsible for interruptions, delays, or any other unsuccessful facsimile or email transmission of Bid

withdrawals, whether or not caused by the District's facsimile equipment. The withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid. Whether or not Bids are opened exactly at the time fixed in the public notice opening Bids, a Bid will not be received after that time, nor may any Bid be withdrawn after the time fixed in the public notice for the opening of Bids.

8. **Canvass of Bid.** At the hour specified in the notice, the Secretary will open, examine and publicly declare all Bids received. Bidders, their representatives, and others interested are invited to be present at the opening of Bids. Award will be made or Bids rejected by the District within the time specified in the Specifications or Bid Forms or, if not specified, within a reasonable time after Bids have been opened. The District reserves the right to postpone the Bid opening for its own convenience.
9. **Award of Contract.** The award of the Contract, if awarded, will be made to the lowest responsible Bidder whose Bid complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within ninety (90) days after the opening of the Bids. If the lowest responsible Bidder refuses or fails to execute the Contract or file the required bonds, the District may award the Contract to the second lowest responsible Bidder. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the Bidders concerned. All Bidders shall be notified of the award.
10. **Rejection of Bids.** The District may reject any and all Bids, and must reject the Bid of any party who has been delinquent or unfaithful in any former Contract with the District. The District also reserves the right to waive any irregularities or informalities in any Bid or in the bidding procedure. All Bidders shall be notified of the award. All Bids must remain in effect at least ninety (90) days from the Bid opening date.
11. **Taxes.** The supplies, materials or equipment called for under the Specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government, and the District will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. California State sales or use taxes shall be included in the Bid price.
12. **Additional Taxes.** Any sales tax, use tax, imposts, revenues, excise, or other taxes which may hereafter be imposed by the State of California or any political subdivision thereof, and applicable to the sale of the material delivered as a result of the Bidder's Bid and which, by the terms of the tax law may be passed directly to the purchases, will be included in the Bid price.
13. **Alternative Bid.** Submission of alternative Bid or Bids, except as specifically called for in the Specifications or Bid Forms, will render it informal and may cause its rejection.
14. **Bidder's Security.** Each Bidder shall submit with its Bid one of the following forms of Bidder's security:

- (a) An unconditional Certified or Cashier's Check on a solvent bank, in an amount equal to at least ten percent (10%) of the amount Bid, payable to the order of San Mateo County Harbor District; or
- (b) A Bidder's Bond, in an amount equal to at least ten percent (10%) of the amount Bid, using the form entitled "Bidder's Bond," provided with the Bid documents, and properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California and acceptable to the District.

Any condition or limitation placed upon said check or any alteration of said form of bond, or imperfection in the execution thereof, as herein required will render it informal and may, at the option of the District, result in the rejection of the Bid under which such check or bond is submitted. Said check or Bidder's Bond shall be a guarantee that the Bidder(s), if awarded the Contract, will execute the required Contract and bonds within fifteen (15) days after receipt of the contract and bond forms from the District or such additional time as may be allowed by the District. If the Bidder(s) fails or refuses to execute the required Contract and bonds within said time, the money and proceeds from the check or bond as the case may be, shall be applied towards payment of the damage to the District on account of the delay in the execution of the Contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable Bid resulting from such failure or refusal to execute the Contract and bonds required. The amount of the check or bond as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage. The check or bond of the successful Bidder(s) and the next two highest Bidders will be returned after the execution of the Contract with the successful Bidder(s) and the approval of its bonds on behalf of the District, and the checks or bonds of the other Bidders will be returned promptly after the Bids have been opened and reviewed by the District.

- 15. **Permits and Licenses.** To the extent permit and licensing requirements are applicable, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
- 16. **Statement of Experience and Qualifications.** Upon request, the Bidder may be required to prove to the District's satisfaction that it has the skill and experience and that it has the necessary facilities and ample financial resources to perform the Contract in a satisfactory manner and within the required time.
- 17. **Waiver.** The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Specifications; that Bidder has checked its Bid for errors and omissions; that the prices stated in its Bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract Documents.

The Bidder waives any claim for the return of its Bid deposit if, on account of errors or omissions claimed to have been made by it in its Bid, or for any other reason, it should refuse or fail to execute the Contract.

18. **Non-Collusion Certification.** By submitting a Bid, the Bidder represents and warrants that such Bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.
19. **Penalty for Collusion.** If at any time it shall be found that the person, firm or corporation to whom a Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new Contract for said labor, supplies, materials or equipment.
20. **Interest of District Personnel.** By submitting a Bid, the Bidder represents and warrants that neither the General Manager, nor any Director, officer or employee of the District is in any manner interested directly or indirectly in the Bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Sec. 1090) or Title 9 (commencing with Section 8100 of the Government Code of the State of California).
21. **Representation Before the District.** No person previously in the position of Director, Officer, employee, or agent of the District may act as an agent or attorney for, or otherwise represent, a Bidder or Contract or by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve months after leaving office or employment with the District, if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a permit, license, grant or Contract.
22. **Time for Execution of Contract and Filing Bond.** The Bidder(s) to whom award is made shall execute a written Contract with the District on the form of Contract of the District and furnish a good and approved bond as herein required within fifteen (15) days after receiving the forms of Contract and bond for execution.

If the Bidder to whom award is made fails to enter into the Contract as herein provided and furnish the said bond, the award will be annulled and an award may, in the discretion of the District, be made to the Bidder whose Bid is next most acceptable; and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
23. **Documents Deemed Part of Contract.** The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Bid Form, Technical Specifications and Addenda, if any, and the Agreement will be deemed a part of the Contract.
24. **Governing Law; Compliance with Laws.** The Contractor hereunder shall be governed by the laws of the State of California. The Contractor must comply with all local, state and

federal laws, rules and regulations applicable to this Contract and to the work to be done hereunder, including, all rules and regulations of the District.

25. **Manner of Execution of Contract.** If the Contractor is an individual, the Contract shall be executed by the Contractor personally. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the Chairman of the Board, President or Vice President; and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer, or by a person authorized by the corporation to execute written Contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than an officer, or by only one officer there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written Contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do. If the Contractor is an LLC, the Contract must be executed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC.
26. **Faithful Performance Bond.** Upon execution of the contract, the Contractor shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be stated in the Special Provisions. The bond shall be with a California-admitted corporate surety, or with two or more sufficient sureties to be approved by the District. As an alternative to furnishing a bond, Contractor may guarantee faithful performance of the contract by (1) depositing with the District a certified check or cashier's check from a solvent bank for the prescribed amount.
27. **Effect of Extensions of Time.** Granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to Contractor or the surety on Contractor's faithful performance bond from said guarantee.
28. **Changes by the Contractor.** If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply with these Specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to the District.
29. **Changes by the District.** In case any work, materials or equipment shall be required which are not mentioned, specified or indicated or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment at the Contractor's catalogue prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discounts, or both.

The Contractor's Bid to perform any changes requested by the District shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in the Specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the General Manager, omit the performance of such work and the furnishing of such materials or equipment and there shall be deducted from the amount to be paid to the Contractor the amount which the General Manager and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials or equipment required by the Contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Contract.

30. Change Orders. The Contract may be modified or changed by the District from time to time, in order to carry out and complete more fully and perfectly the work agreed to be done and performed. An order that modifies or changes work to be performed under the Contract shall be valid only if issued in writing and signed by the General Manager and shall designate (1) the change in cost or manner of payment, if any and (2) the effect on time for Contract performance, if any. Work so ordered must be performed by the Contractor.

31. Disputed Work/Claims. The Contractor must promptly comply with the following procedures in the event the Contractor has any dispute regarding (1) the District's determination on any change orders relative to adjustments in Contract price, time for performance or any other requirement or (2) whether a determination or order by the District violates the provisions of the Contract. Before proceeding with such work or complying with such determination or order, or simultaneously, the Contractor must notify the General Manager in writing of the reasons for the Contractor's opinion with respect to the dispute and request a final determination. The General Manager shall render the final determination within a reasonable time of receipt of such written request.

If the General Manager determines that the work in question is Contract work and not extra work, or that the determination or order complained of is proper, he/she will direct the Contractor to proceed, and the Contractor must promptly comply. However, in order to reserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within ten (10) days after receiving notice of the General Manager's determination and direction, notify the General Manager in writing that the work is being performed, or that the determination direction is being complied with under protest.

If the Contractor fails to so appeal to the General Manager for a determination, or having so appealed, should the Contractor thus fail to notify the General Manager in writing of its protest, the Contractor shall be deemed to have waived any claim for extra compensation or damage therefore. Oral appeals or oral protests, no matter to whom made, shall not be deemed even substantial compliance with the provisions of this Section.

32. Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation or damages for any cause, including any act or failure to act by

the District, or the happening of any event, thing or occurrence, unless, it shall give the District due written notice of potential claim as described below. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions in General Condition 31, "Disputed Work/Claims."

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation or damages will or may be due, the nature of the cost involved and, insofar as possible, the amount of the potential claim. The notice must be given to the General Manager prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation or damages, if based on an act or failure to act by the District, or in all other cases, within fifteen days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor agrees that it shall have no right to additional compensation or damages for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as required was filed.

33. **Contractor's Liability.** The Contractor will indemnify, keep and save harmless the District, its agents, officials and employees, against all suits or claims arising out of any injury or death to persons or property caused by, resulting from, relating to, or alleged to have been caused by, result from, or relate to, the acts or omissions of the Contractor (including its employees and subcontractors), whether or not it has been alleged that the injury was caused through a negligent act or omission of the Contractor (or its employees or subcontractors), unless the injury was caused by the willful misconduct or the sole or active negligence on the part of the District, its agents, officials or employees. The Contractor will, at its own expense, defend any and all such actions, and will at its own expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment is rendered against the District in any such action, the Contractor will at its own expense satisfy and discharge the same.
34. **Approval by the General Manager.** The work shall be executed under the direction and supervision of the General Manager or his designee, on whose inspection all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which do not conform to the terms and conditions set forth in the Contract Documents.
35. **Defective or Damaged Work.** The Contractor agrees that within ten calendar days after being notified in writing by the District of any work not in accordance with the requirements in the Contract or of any defects in the work, it will commence and prosecute with due diligence all work necessary to fulfill the requirements of the Contract or correct the defect, and will complete such work in a reasonable period of time and at no additional cost to the District.

If the Contractor fails to promptly comply with this provision, the Contractor hereby authorizes the District to proceed to have such work done at the Contractor's expense, and Contractor agrees to honor and pay the costs and charges up on the District's demand. In

the alternative, the District may elect to deduct the costs and charges from any compensation due or to become due to the Contractor. The District shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs and charges. Nothing in the provision shall limit or restrict the warranty provisions set forth in the General Conditions, Special Provisions, and Technical Specifications.

36. Independent Contractor. Neither Contractor nor any of the Contractor's employees is, or shall be deemed, an agent or employee of the District, and in the performance of all work hereunder, Contractor shall be an independent Contractor, shall comply with all applicable Worker's Compensation laws, shall comply with and carry all policies of insurance required by the Longshoremen's and Harbor Worker's Compensation Act, shall pay all required Social Security taxes and Unemployment Compensation taxes, and shall pay or perform all other obligations imposed upon an employer of labor, all at Contractor's expense, and, furthermore, shall indemnify the District against any and all liability as a result of Contractor's failure to perform any of the foregoing requirements.

37. Protection of Work and of Persons and Property. During performance and up to the date of final acceptance by the District, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. In the event of damage, loss or injury to the finished and unfinished work, the Contractor shall promptly replace or repair such work, whichever the District shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract shall be absolute and shall not be affected by the District's approval of or failure to prohibit means and methods of construction used by the Contractor.

During the performance of this Contract and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of others from damage, loss or injury. Within three (3) days after notice to it of the happening of any such loss, damage or injury to work, persons and property, the Contractor shall make a full and complete report thereof in writing to the District.

Under this article the Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, or the District, or the District's Representative, or of third persons; or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting risks which arise solely from District or District Representative's active negligence or affirmative acts with actual and willful intent to cause the loss, damage and injuries, and professional errors and omissions of the District or of the District's Representative:

- a. The risk of loss or damage to the finished and unfinished Work prior to final acceptance by the District;
- b. The risk of claims, just or unjust, by third persons against the Contractor, the District or the District's Representative on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the work site, whether

such claims are made and whether such injuries, damage and loss are sustained at any time both before and after final acceptance of the Work;

- c. The risk of loss or damage to any property, including the loss of use thereof of the Contractor, and of claims made against the Contractor, the District, or the District's Representative for loss or damage to any property, including the loss of use thereof of subcontractors, material men, workmen and other performing the Work, occurring at any time prior to completion of removal of such property from the premises or in the vicinity thereof.

Neither the acceptance of the completed Work or payment therefore shall release the Contractor from its obligations under this article. The enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provisions of this article or to imply that it assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this article nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which it would be responsible in the absence of such enumerations.

Except as these specifications otherwise may provide, all loss or damage of any sort or nature arising from any unforeseen obstruction or difficulties, either natural or artificial, or from any act or omission not authorized by these specifications on the part of the Contractor, or any agent or person employed by it, shall be the responsibility of the Contractor.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the District.

38. **Damages.** All loss or damage arising from any unforeseen obstruction or difficulties, whether natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work or of the supplies, materials or equipment, or from any act or omission not authorized by these Specifications on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.
39. **Failure to Complete Contract-Effect.** In case of failure on the part of the Contractor to complete its Contract within the specified time or within authorized extensions thereof, the Contract may be terminated and the District shall in such event not thereafter pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under said Contract; and the District may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its bondsmen shall be liable to the District for all loss or damage which it may suffer on account of the Contractor's failure to complete its Contract within the specified time.
40. **Non-Performance of Contract.**
 - a. **Right to Stop Work.** Authority to stop the work, in whole or in part is vested in the District and may be invoked whenever it deems such action necessary to insure

proper execution of the Contract; work may not be resumed until the District has given written consent.

b. Rejection of Materials and Workmanship. The District has the right to reject defective material and workmanship and to require its replacement or correction without additional cost to District. Defective material and workmanship includes, but is not limited to, materials and workmanship that does not meet the requirements of the specifications of this Contract reasonably interpreted in the sole discretion of the District. Contractor shall promptly segregate and remove rejected work. All adjacent work disturbed by removal of such work shall be replaced in accordance with this Contract and without expense to the District including work of other Contractors disturbed by such removals and replacements.

(1) If Contractor fails to proceed at once with replacement of rejected work, District may, by Contract or otherwise, replace such material and correct such workmanship and charge the cost to the Contractor, or District may terminate right of the Contractor to proceed. The Contractor and its surety shall be liable for any damage to same extent as provided for by terminations hereunder.

(2) If rejected materials are not removed within a reasonable time, District may cause them to be removed and stored at Contractor's expense three days after issuing written notice to so remove them. If Contractor does not pay for such removal and storage within six days thereafter, District may, six days after further written notice, sell the materials and credit Contractor with net proceeds after all costs of removal and sale are deducted. If materials so removed are valueless or sale does not meet cost of removal, Contractor shall bear all resultant loss.

c. Neglected Work. District may perform or employ others to undertake portions of the work persistently neglected by the Contractor if work is still proceeding unsatisfactorily three days after written notice to the Contractor. In such case work will be done according to the Contract Documents and the cost deducted from next payment falling due to the Contractor. Such action shall in no way affect status of either party under Contract, nor be held as basis of any claim by the Contractor or for extension of time.

d. Right to Withhold Payment. Part or whole of any payment or any certificate may be withheld by District if such course is deemed necessary to protect District from loss on account of Contractor's failure to meet its obligations or if balances unpaid to Contractor are insufficient to complete the work. This right may also be exercised if in District's opinion the work will not be completed in time specified for performance of the Contract.

41. Termination of Right to Proceed. If the Contractor should appear to the District to be in default and the Contractor fails to remedy its default within five (5) days after receipt from the District of notice of such default, the District may terminate the Contractor's right to proceed with work or that portion which the District determines is most directly affected by the default.

The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of the Contract; abandonment, assignment or subletting of the Contract without approval of the District, bankruptcy or appointment of a receiver for Contractor's property; failure to maintain the schedule of work; refusal or failure to maintain the schedule of work; refusal or failure properly to prosecute the work; use of materials, supplies, plant or equipment of improper quality or quantity; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of the Contract in bad faith.

Upon the District's termination of the Contractor's right to proceed with the work or a portion of it, the District will have the right to complete the work or the portion by whatever means and methods it deems expedient, including the hiring of others on such terms as the District deems advisable.

The expense of completing such work or portion thereof, together with a reasonable charge for managerial and administrative services as certified by the District, will be charged to the Contractor, and the expense so charged will be deducted by the District out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety or sureties shall promptly pay the amount of such excess to the District, upon notice from the District of the excess so due. The District may, in its sole discretion, withhold all or any part of any progress payments otherwise due to the Contractor until completion and final settlement of the work covered by such notice of default.

42. **Payments.** Unless otherwise stated in the Specifications or Bid forms, the District shall pay the Contractor within thirty (30) days after the District issues a written notice of final acceptance.
43. **Liquidated Damages.** It is agreed by the parties to the Contract that time is of the essence, and in event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract documents, or beyond authorized extensions thereof, damage will be sustained by the District and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay, and it is, therefore, agreed that the District shall be paid an amount as set forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified in that the District will suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls or other causes beyond the control of the Contractor, an extension of time without liquidated damages liability shall be granted by the District upon a proper showing and finding by the District that the extension is justified.
44. **Insurance Certificates.** Certificates of insurance required by the Special Provisions shall be delivered to the District concurrently with the executed Contract. The District reserves the right to request certified copies of an insurance policy if questions arise.

All required insurance under this Contract shall provide adequate protection for the San Mateo County Harbor District, its Officers, Agents, Representatives and Employees, while

acting in such capacity and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, and the Contractor, against all claims, liability damages and accidents of any kind.

45. **Infringement of Patents.** The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the District and pay any award of damages assessed against the District in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent of the United States provided the District gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.
46. **Assignment.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of the General Manager endorsed thereon or attached thereto.
47. **Warranty of Title.** Contractor shall warrant to the District, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.
48. **Warranty of Fitness.** Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Bid documents; shall be fit for the purposes intended and fulfill its design functions; shall be free of all patent and latent defects in design materials, and workmanship and perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, District does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

49. **Time of Completion.** The Contractor shall complete all or any designated portion of the work called for under the Contract in all parts and requirements within the time set forth in the Special Provisions.

Time shall be computed starting the first day after the effective date of the Notice to Proceed. The effective date of the Notice to Proceed will be the date stated as such in the Notice to Proceed, provided that in no case will such effective date be earlier than the date of the issuance of such Notice to Proceed.

50. **Or Approved Equal Clause.** In order to establish a basis of quality, certain materials, processes and type of machinery and equipment, or kinds of materials may be specified on the plans or herein, either by description of process or by designating a manufacturer by name or by referring to a brand of product designation, or by specifying a kind of material. It is not the intent of these Specifications to exclude other processes, equipment or materials of equal Value, Utility or Merit which are approved by the District.

51. **Antitrust Claims.** The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

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

52. **Environmental and Safety and Health Standards Compliance.** Contractor shall comply with applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The Contractor shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

53. **Equal Employment Opportunity.** In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, national origin, ancestry, age, marital status, pregnancy, medical condition, disability, or sexual orientation as provided for in Federal, State and local laws in consideration of an award.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship.

54. **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

55. **Qualification Questionnaire.** The Contractor shall submit, prior to execution of this Agreement, documentation showing whether or not the Contractor, any officer of the Contractor, or any employee of the Contractor, has ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation. For this purpose, Contractor must complete the Bidders Statement of Qualification Questionnaire and Financial Statement with Business Reference.

56. **Bid Protest Procedures.** **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

a. **Protests Based Upon the Specifications.**

- (1) Pre-Protest Procedures. Bidders must first utilize any procedures in the specifications for Approved Equals or Requests for Clarifications or Modifications, prior to submitting a protest. If the bidder disagrees with the District's decision on such requests, the bidder may then avail itself of the bid protest procedures.
- (2) Submission of Protest. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure or contract specifications, which are apparent or reasonably should have been discovered prior to bid opening, shall be filed in writing with the District not later than five calendar days before the bid opening or proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence that reasonably could have been raised, the District will not consider such new grounds or evidence in the determination on the protest. Staff shall respond to the protest with its written determination prior to bid opening or proposal due date. Where the staff determination could affect bid responses, an appropriate extension of the bid opening or proposal due date may be granted.
- (3) Review by the General Manager. If the protest is denied, the bidder may pursue its protest to the General Manager. Within forty-eight (48) hours of receipt of the staff's written determination to deny the protest, the bidder must submit in writing to the General Manager a statement of the reasons for the protest, with supporting evidence, and document that it has exhausted all administrative remedies at the District staff level. The General Manager will issue a written decision prior to the bid opening, which shall be final.

b. Protests Based Upon Contract Award.

- (1) Notice of Staff Recommendation for Award of Contract. Upon conclusion of the bid evaluation for each contract, the District shall send a notice to all bidders of the staff's recommendation for contract award. Such notice shall be sent at least seventy-two (72) hours prior to the Board or Committee meeting, if applicable, at which the recommendation will be considered.
- (2) Submission of Protest; Initial Procedures. Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the District by the deadline specified in the notice from the District advising of the staff's recommendation for award of contract.
- (3) The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised earlier, the District will not consider such new grounds or evidence in the determination on the protest.

(4) The Deputy Secretary of the District will make best efforts to notify the other bidders of the protest, and the time and place it will be considered by the Board.

c. Proceedings Before the Board. The protestor may appear before the Board to present evidence in support of its appeal. After consideration of the protestor's evidence, the staff recommendation, and any other relevant information, the Board may determine whether to reject or allow the protest. Upon Board action, a written statement of the reasons therefore shall be included in the record.

The decision of the Board on the protest and the award of contract, if such a decision is made, shall be final.

d. Protests after Contract Award. No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to the District's untimely handling of the protest submission. In no event will the District consider protests filed after contract award due to the neglect of the protestor. Failure to comply with the time periods for filing protests as set forth herein shall be a basis for rejection of the protest.

57. Air Pollution Control. The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code. Material to be disposed of shall not be burned, either inside or outside the work site.

58. Water Pollution Control. The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Contract.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, coastal waters and other bodies of water from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials, and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said waters.

59. Compliance with Law.

(a) The Contract documents, and the rights of the parties thereunder, shall be interpreted in accordance with the laws of the State of California.

(b) The Contractor warrants that all operational practices of the Contractor, and all workmanship and material, equipment and articles used in the performance of the work hereunder shall be in accordance with the rules and requirements of the United States Coast Guard in effect at the time of Contractor's submission of Bid. In addition, all safety orders, rules and recommendations of the State of California, Division of Industrial Safety, and the United States Department of Labor, Occupational Safety and Health Administration applicable to the work to be done under this Contract shall be obeyed and enforced by the Contractor.

60. Discharge of Liens. The Contractor shall pay all costs and expenses incident to any work performed by it or for its account, and shall not create, incur, suffer or permit to be placed

or imposed any lien or encumbrance or charge in any way arising from any act or omission of the Contractor. The Contractor shall orally or in writing inform all persons dealing with it in performing the work of the provisions of this paragraph.

The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the District, and if any such lien or right in rem is not immediately discharged, the District may, after notification to the Contractor, discharge or cause to be discharged such lien or right at the expense of the Contractor.

**CONTRACT NO. 2017-03
ROMEIO PIER DEMOLITION**

SPECIAL PROVISIONS

SAN MATEO COUNTY HARBOR DISTRICT

CONTRACT NO. 2017-03 ROMEO PIER DEMOLITION

SPECIAL PROVISIONS

Coordination of General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications. The General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the Contract Documents, the Special Provisions and Technical Specifications shall govern over the General Conditions and Instructions for Bidders.

SECTION 1. BID REQUIREMENTS AND CONDITIONS

- 1.1 **Bid Invited.** The San Mateo County Harbor District (District) invites bids for the demolition of Romeo Pier, in full accordance with these specifications.
- 1.2 **Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Bidders should make themselves aware. These dates may be subject to change.

DATE	ACTIVITY
June 7, 2017 @ 10:30 am	Mandatory Pre-Bid Conference and site visit at San Mateo County Harbor District office, 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018
June 12, 2017 @ 4:30 p.m.	Written requests for approved equals/modifications/clarifications are due.
June 19, 2017	District will respond to requests for approved equals (Postmarked).
June 30, 2017 @ 2:00 p.m.	Bid Opening San Mateo County Harbor District

- 1.3 **Bid Form.** Bids shall be submitted on the District’s “Bid Form” attached hereto, enclosed in a sealed envelope marked “**CONTRACT NO. 2017-03, Romeo Pier Demolition,**” and plainly endorsed with the Bidder’s name and address. Bids must be received by the Deputy Secretary, San Mateo County Harbor District , at its mailing address PO Box 1449, El Granada, CA 94018, or by courier or person delivery to 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 by **June 30, 2017, at 2:00 p.m. Pacific Time**, at which time they will be publicly opened and read in the Board Room of said building.

The Total Bid Price shall include all labor, equipment, materials, applicable taxes, delivery charges, warranties, insurance, license fees, bonds, and all other costs necessary for the demolition of Romeo Pier.

Each Bid Form must be signed on Bid Form page 2 by one or more individuals with authority to bind the Contractor to the bid. Please refer to General Condition 3 and the Bid Form. All bids without the appropriate signature(s) on Bid Form page 2 may be deemed non-responsive and may result in the rejection of the bid. Bidder must submit the three-page Bid Form properly executed.

1.4 Examination of Contract Documents and Site of Work. The Bidder shall have examined carefully the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished and the requirements of the Contract Documents.

1.5 Pre-Bid Conference and Site Visit. A mandatory pre-bid conference and site visit will be held prior to the date of bid opening. District staff will be available to answer general questions pertaining to the solicitation documents and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this solicitation shall be submitted to the District in writing as described in Special Provision 1.8. The pre-bid conference and site visit will take place on **June 7, 2017, at 10:30 am, Pacific Standard Time, in the San Mateo County Harbor District office at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018.**

1.6 Documents to Accompany Bid. The bid shall be accompanied by the following:

- (1) The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Section 1.10 of the Special Provisions in an amount equal to at least ten percent (10%) of the proposed Total Bid Price
- (2) Certificate of Insurance in accordance with Special Provision 4.1.C
- (3) List of Subcontractors
- (4) Acknowledgement of Addenda, if any
- (5) Qualification Questionnaire
- (6) Proof of DIR Registration in accordance with Special Provision 5.15
- (7) Non-Collusion Declaration

1.7 Approved Equals and Qualified Products. It should be understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the District of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications and to propose a suitable substitute for consideration.

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting

competition; and a Bidder may, at its option, use any equipment, material, article or process which, in the judgment of the District, is equal to that designated.

The Bidder shall furnish, at its own expense, all test results, technical data, and background information required by the District in making the determination as to whether the proposed equipment, material, article or process is an approved equal. The District shall be the sole judge as to the comparative equality and suitability of alternative equipment, article, material or process and its decision shall be final.

1.8 Request for Approved Equals/Questions/Clarifications. A Bidder may submit to the District requests for approved equals, modifications, or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received in writing by **June 12, 2017, at 4:30 p.m., Pacific Time.** Any requests of approved equals must be fully supported with samples, technical data, test results, or other pertinent information as evidence that the substitute offered is essentially equal or better than that specified in the Contract Documents. The District shall make a determination on each Bidder's request under this procedure in writing. The written determination shall be mailed or otherwise furnished to the Bidder by **June 19, 2017.** Failure of the District to respond within the time limit shall be deemed to be a denial of request. In the event that a request for an approved equal, modification, or clarification is granted, an addendum detailing the approved equal, modification, or clarification will be mailed or otherwise furnished to all potential Bidders who received bid packets.

1.9 Single-Bid Response. In the event of a single-bid response, the District reserves the right to conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. The Bidder will be expected to cooperate in this process and to submit cost and pricing data to verify that the bid price is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of the replacement and the prices quoted and shall include the computations and projections used by the Bidder.

Failure to submit the data as requested by the District within ten (10) calendar days of receipt of written notification to the sole offeror shall result in the Bidder being declared non-responsive.

1.10 Bidder's Bond. As required by Section 14 of the General Conditions and Instructions for Bidders, the Bidder's Security to be submitted with the Bids shall be in the amount of at least ten (10) percent of the Total Bid Price as specified on the Bid Form.

SECTION 2. AWARD OF CONTRACT

2.1 Award of Contract. The award of Contract, if any, will be made within ninety (90) calendar days after the date of bid opening to the lowest responsible Bidder based on the Total Bid Price. Each bid as submitted shall remain in effect for ninety (90) calendar days after the date the bids are opened. No Bidder may withdraw its bid during this time period. The lowest responsive and responsible Bidder shall be determined by comparing and evaluating the Total Bid Price as set forth in the Bid Form. The District reserves the right

to reject any and all bids or to waive any irregularities in any bid or in the bidding procedure.

2.2 **Contract Bonds**

- A. **Performance Bond.** The Performance Bond as described in Paragraph 26 of the General Conditions shall be in the amount of one hundred percent (100%) of the total contract price, as awarded by the District. Said bond shall guarantee the Contractor's faithful performance of the Contract and compliance with all terms, conditions and requirements specified in the Contract Documents and shall remain in full force and effect for a period of twelve (12) months after the District's final acceptance of the Contractor's work in accordance with Special Provision 3.2 hereof. The Contractor shall use the form entitled "Performance Bond" included in the Contract Documents.
- B. **Payment Bond.** The Contractor shall provide a payment bond in the amount equal to one hundred percent (100%) of the total contract price and issued by California admitted surety. The payment bond shall provide security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the total contract price.

SECTION 3. CONTRACT PERFORMANCE

- 3.1 **General.** The Contractor shall perform all work and undertake all services detailed in the Contract Documents in accordance with the specified requirements, terms and conditions.
- 3.2 **Acceptance and Payment.** The Contractor shall notify the District once it has completed all work and services detailed in the Contract Documents in accordance with the specified requirements, terms and condition. Following the Contractor's notification, the District shall undertake a thirty (30)-calendar-day period for inspection. The District will notify the Contractor in writing within said thirty (30) calendar days as to whether the work and services have been accepted.

If the District determines that the work and services are not in conformity with the specification requirements, or that there are defects or deficiencies requiring correction, the District will notify the Contractor of such deficiencies or nonconformity in writing within the aforementioned thirty (30)-day period. The Contractor shall promptly correct or remedy any and all deficiencies or defects noted by the District at no cost to the District. The Contractor shall complete the necessary corrections within fifteen (15) days of the District's notification of deficiencies or nonconformity. At such time as the Contractor has made all necessary corrections to the satisfaction of the District, the District shall issue the Contractor a written notice of final acceptance. In the event the Contractor fails to remedy the deficiencies, the District shall have the right to reject the work and terminate the Contract for breach as provided below in Special Provision Section 3.7, **Termination.** Alternatively, the District may cause the repair to be made by its own or other forces, whereupon the cost of the repair shall be deducted from sums otherwise due the Contractor.

After final acceptance by the District, the Contractor may thereupon furnish to the District satisfactory evidence that all liens, claims and demands of Subcontractors, laborers and materialmen, arising out of such work, are fully satisfied, and that all of the work is fully released from all liens, claims and demands of whatever kind and nature and whether just or otherwise.

In accordance with Paragraph 42 of the General Conditions, the District shall make payment to the Contractor following the receipt of proper statements or invoices for the work within thirty (30) days of the date of final acceptance of the work by the District. The acceptance by the Contractor of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the District of any and all claims of the Contractor and liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the District or any of its directors, officers, agents or employees excepting only claims against the District for the amounts deducted or retained in accordance with the terms and provisions of this Contract by law. Should the Contractor refuse to accept the final payment as tendered by the General Manager, it shall constitute waiver of any right to interest thereon.

- 3.3 **Liquidated Damages.** Liquidated Damages as set forth in General Conditions.
- 3.4 **Time of Performance.** The project will be completed in full no later than ninety (90) calendar days after receiving Notice to Proceed.
- 3.5 **Interference with District Operations.** Any and all work must not interfere with the District's normal operations including operation of Pillar Point Harbor and Johnson Pier.
- 3.6 **Warranty.** All work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance. The Contractor must furnish a Performance Bond therefor as provided in the Special Provisions. In addition to said guarantee, the District will have the benefits of any manufacturer's or builder's guarantee given by a manufacturer or builder. Where any individual work item is incomplete at the time of acceptance by the District, the guarantee will run from the date of completion of such item. If the Contractor fails to proceed promptly with any repairs as directed by the District, such corrections and repairs shall be effected at the Contractor's expense at such time as the District may determine. The District may deduct the cost of such repairs from any amount owed to the Contractor or require the Contractor to reimburse such costs to the District.

It is understood and agreed that the District does not waive any warranty, either express or implied, in Sections 2312 through 2317, inclusive, of the California Commercial Code, or any liability of the manufacturer or Contractor as may be determined by a decision of the court of the State of California or of the United States.

- 3.7 **Termination.** The District may terminate the Contract for convenience for any reason at any time by giving the Contractor fifteen (15) days' notice thereof. Notice of termination shall be by Certified Mail. Upon termination for the convenience of the District, the District

shall pay the Contractor the allowable costs incurred to the date of termination and those costs deemed reasonably necessary by the District to affect the termination. In the event that the Contractor breaches the terms or violates the conditions of this Contract and does not correct such breaches or violations within ten (10) days following notice thereof from the District, the District may immediately terminate the Contract and shall pay the Contractor only for work performed in full conformance with the specifications to the date of termination, less any costs incurred by the District to repair and complete any remaining work under the Contract. The District reserves the right to pursue any and all remedies available in equity or law in the event the District suffers any damages due to the Contractor's breach of terms or violation of the conditions in this Contract.

- 3.8 Protection of Property.** The Contractor shall exercise every precaution to ensure that no injury or damage occurs to District property as a result of its operations. Should any existing property be damaged by or through any of the Contractor's operations, such injury or damage shall be replaced or repaired immediately by the Contractor, at Contractor's sole cost, in a manner satisfactory to the District.

SECTION 4. INSURANCE

4.1 Insurance Requirements

A. Types of Insurance

Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this Section has been provided to District. Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against Contractor on account of any incident connected to the Contract, Contractor shall promptly report the fact in writing to District, giving full details of the claim.

Any person, firm, or corporation that Contractor authorizes to work upon the District's property, including any Subcontractor, shall be deemed to be Contractor's agent and shall be subject to all applicable terms of this Contract. Prior to the Contractor's start of the work or entry onto the District's property, Contractor agrees to require its Subcontractors to procure and maintain, at Contractor's (or its Subcontractor(s)' sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Contract), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Contract and will be at the sole cost and expense of Contractor (or its Subcontractor(s)).

1. Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence. This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this Contract, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2. Business Automobile Liability

Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3. Workers' Compensation and Employers' Liability Insurance

If Contractor employs any person to perform work in connection with this Contract, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance, ***including Longshoreman's and Harbor Workers Act Insurance***, in conformance with the laws of the State of California, and Federal laws where applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) for each accident and Five Million Dollars (\$5,000,000) for each disease, with a policy limit of Five Million Dollars (\$5,000,000).

The policy shall contain a waiver of subrogation in favor of the San Mateo County Harbor District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4. Marine General Liability.

Marine General Liability including Wharfingers Liability, Contractual Liability, Products and Completed Operations and Personal Injury coverage with limits of liability of not less than \$5,000,000 per occurrence.

5. Protection & Indemnity.

The Contractor shall provide Protection and Indemnity (including crew), Collision Liabilities and Vessel Pollution insurance covering all vessels, barges or other marine equipment that will be used in connection with this project. The limits of liability shall be not less than \$5,000,000.

B. General Insurance Requirements

1. Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of A- and with minimum policyholder surplus of Fifty Million Dollars (\$50,000,000) or a company acceptable to District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2. Procure and Maintain Insurance

Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Contract, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Contract.

3. Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis it must remain in force for the entire term of the Contract and a minimum of three (3) years thereafter.

4. Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

C. Evidence of Insurance and Endorsements

Prior to commencing of work or entering onto the District's property, Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

1. The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
2. That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that Contractor is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the San Mateo County Harbor District.
3. Such insurance shall include as additional insureds the San Mateo County Harbor District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
4. The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects any claim, demand, suit or judgment made, brought, or recovered against the Contractor. Said policy shall protect Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to

which the insurance company would have been liable if only one interest had been named as an insured.

D. **Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Contract, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Contract. If insurance is not reinstated, the District, may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.

SECTION 5. PUBLIC WORKS PROVISIONS

5.1 Labor Compliance Requirements

In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

- A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to District, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.
- B. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to District an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at the District and are available for review upon request. Pursuant to §1773.2 of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

- C. Payroll Records. Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4.

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its subcontractors.

- (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (ii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (iii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- (c) Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code Section 1771.4(3)(b), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- (d) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.
- (f) The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or the District, forfeit One-Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
- (h) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment of apprentices.

5.2 Prohibition Against Contracting with Debarred Subcontractors

Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

5.3 Use of Subcontractors

Contractor shall not subcontract any work to be performed by it under this Agreement without the prior written approval of the Agency. Contractor shall be solely responsible for reimbursing any subcontractors and the Agency shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which may be applicable to the work covered by this section of the Agreement. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (0.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

5.4 Prompt Payment to Subcontractors

Pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay each first tier Subcontractor under this Contract for satisfactory performance of work under its subcontract no later than 7 days from the Contractor's receipt of payment from the District for such work. The Contractor shall require each first tier Subcontractor to make payments to lower tier Subcontractors in a similar manner. The District shall have no obligation to pay or to verify the payment of money to any Subcontractor, except as may otherwise be required by law.

The Contractor, not the District, shall be solely responsible for payment to Subcontractors at any tier for any amounts owing from the Contractor. All such Subcontractors agree that they shall have no claim, and shall take no action against the District or its officers, directors, employees or sureties, for non-payment by the Contractor.

5.5 Prompt Payment

The District will make progress payments within thirty (30) days after receipt of an undisputed and properly submitted progress payment invoice pursuant to Section 20104.50 of the Public Contract Code. No such payment will be made when, in the judgment of the Engineer, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00). No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to its employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work. Pursuant to Public Contract Code Section 20104.50, if the District fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.

5.6 Non-Collusion Declaration

Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by the Agency, which is attached and incorporated herein.

5.7 Third-Party Claims

Pursuant to Public Contracts Code Section 9201, the District shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. The District will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the Agreement. Notice shall be in writing and will be provided within thirty (30) days. The District shall be entitled to recover its reasonable costs incurred in providing such notification.

5.8 Claims Procedures

Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 30 days after change order procedures are complete and the Contractor has notified the General Manager in writing that the work is being performed, or that the determination direction is being complied with, under protest as per General Conditions 30 and 31 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered 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 the District; (b) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the District.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the District will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The District and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the District must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the District's written statement, or if the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The District will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the District will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, 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. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the District or the Contractor may request a trial de novo.

5.9 Contractor's License Requirements

Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law and as applicable for the work to be performed under this contract.

5.10 Payment of Workers' Compensation

Contractor shall sign and file with the Agency the following certification prior to performing the work of the Agreement:

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

5.11 Examination and Audit of Records

Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by the Agency or the State Auditor during this period.

5.12 Anti-Trust Claim Assignment

Pursuant to Public Contract Code 7103.5, the contractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

5.13 Utility Relocation

If applicable, pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the District in writing. Where necessary for the work of the Contract, the District will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the District, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

5.14 Excavation

If applicable, in accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify the District promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) 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 Documents. Contractor shall notify the District of such conditions prior to disturbing them, and shall await direction from the District as to how to proceed.

5.15 Trench Safety

If applicable, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the District, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

5.16 Public Works Registration

The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. **BIDDERS MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>.**

This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

5.17 Compliance With All Applicable Laws

The Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes, and ordinances relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, the District may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

5.18 Permit Compliance

The Contractor shall comply with all the applicable requirements of federal, state and local permits relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, the District may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

The following permits have been obtained by the District:

- (a) California Coastal Commission – Coastal Development Permit (CDP) Waiver 2-15-1425-W
- (b) San Francisco Bay Regional Water Quality Control Board – Section 401 Water Quality Certification and Waste Discharge Requirements
- (c) U.S. Army Corps of Engineers – Nationwide Permit, File Number 2015-00347S; includes NMFS Concurrence Letter No: WCR-20116-4626

Copies of these permits are included in Appendices A, B, and C to these Special Provisions, and are included as part of the Contract documents.

5.19 Iran Contracting Act

The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

5.20 Safety Requirements

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefore to the District, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to the District, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and facilities.

5.21 Retention on Progress Payments

If the Contract utilizes progress payments, five percent (5%) will be deducted from each progress payment and held in retention by the District. The remainder less any other deductions taken in accordance with this article will be paid to the Contractor as progress payments. The Contractor acknowledges and agrees that, pursuant to Public Contract Code section 7200, the percentage of retention amounts withheld by the Contractor from its Subcontractors may not exceed the percentage withheld by the District from the Contractor as specified herein.

Contractor shall release retention to a Subcontractor within 30 days of the Subcontractor satisfactorily completing all required work. Upon satisfactory completion of a Subcontractor's work, including provision of appropriate releases, certificates, evidence of the Subcontractor's compliance with all applicable requirements of the Contract

Documents, and all other documents as may be required by the Contractor and the District to close-out the subcontract, the Contractor may submit an application to the District for the release of the portion of the retention attributed to the Subcontractor's work. The Contractor's application shall certify that the Subcontractor has:

- a) Completed all work required to be performed under its subcontract;
- b) The amount withheld by the Contractor under the subcontract; and
- c) That the Subcontractor has provided all backup information, stop payment notice, and lien releases required to close-out the subcontract.

Within 7 days following receipt of payment from the District for the completed Subcontractor Work, the Contractor shall release all monies withheld as retention from the Subcontractor, even if the Work to be performed by the Contractor or other Subcontractors is not completed and has not been accepted. The Contractor shall, by appropriate agreement with each Subcontractor, require each first tier Subcontractor to make payments to lower tier subcontractors in a similar manner.

5.22 Release of Retention

Upon the District's issuance of Notice of Final Acceptance the District will release the amount retained.

5.23 Securities in Lieu of Retention

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the District. Upon Contractor's request, the District will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and the District, upon the following conditions:

- (1) Contractor shall bear the expenses of the District and the escrow agent in connection with the escrow deposit made.
- (2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to Contractor pursuant to this article.
- (3) Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.
- (4) Contractor shall obtain the written consent of the surety to such agreement.

SECTION 6. HAZARDOUS CHEMICALS AND WASTES

For the purposes of this Section only, the term "claims" shall include (a) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction, and (b) any claim, cause of action, or administrative or judicial proceeding brought against the District, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage, or liability, sustained or suffered by any person or entity, including the District. The Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the District. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the District by any agency as a result of such release and shall hold harmless, indemnify, and defend the District from any claims arising from such release.

If the performance of the work outlined by these Contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA generator number. In no event shall the District be identified as the generator. The Contractor shall notify the District of any such hazardous wastes and the District reserves the right to a copy of any test conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall hold harmless, indemnify, and defend the District from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor.

APPENDICES TO SPECIAL PROVISIONS

Appendix A – Coastal Commission CDP Waiver

Appendix B – Water Board Section 401 WQC & WDR

Appendix C – U.S. Army Corps of Engineers Permit

Appendix A – Coastal Commission CDP Waiver

CALIFORNIA COASTAL COMMISSION

NORTH CENTRAL COAST DISTRICT OFFICE
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CALIFORNIA 94105-2219
PH (415) 904-5260 OR (415) 904-5200 FAX (415) 904-5400
WWW.COASTAL.CA.GOV



NOTICE OF PERMIT WAIVER EFFECTIVENESS

December 14, 2016

To: Steve McGrath on behalf of the San Mateo County Harbor District

From: Nancy Cave, District Manager
Renée T. Ananda, Coastal Program Analyst

Subject: Coastal Development Permit (CDP) Waiver 2-15-1425-W

Please note that CDP Waiver 2-15-1425-W was reported to the California Coastal Commission on December 9, 2016 and became effective as of that date. CDP Waiver 2-15-1425-W allows for:

Demolition and removal of an existing, partially collapsed, 640-foot long (16-foot wide by 390-foot long approach section and 35-foot wide by 250-foot long head section), timber pier located within the outer breakwater area of Pillar Point Harbor in Princeton-by-the-Sea, San Mateo County.

Please be advised that CDP Waiver 2-15-1425-W only authorizes the development as proposed and described in the Commission's files; any changes to the proposed and described project may require a CDP to account for the changes or a CDP for the entire project. If you have any questions, please contact Renée T. Ananda in the North Central Coast District Office at the address and phone number above.

Sincerely,

John Ainsworth
Acting Executive Director

Nancy I. Cave for

Renée T. Ananda
Coastal Program Analyst

Appendix B –Water Board Section 401 WQC & WDR
PERMIT BEING PROCESSED – EXPECTED MAY 2017

Appendix C –U.S. Army Corps of Engineers Permit



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
1455 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103-1398

JAN 17 2017

Regulatory Division

SUBJECT: File Number 2015-00347S

LETTER OF PERMISSION

Mr. John Moren
San Mateo County Harbor District
504 Avenue Alhambra
El Granada, CA 94018

Dear Mr. Moren:

You are hereby granted Department of the Army authorization to demolish and remove Romeo Pier from Pillar Point Harbor, located adjacent to the community of Princeton-by-the-Sea in San Mateo County, California. The above activity must be performed in accordance with the enclosed plans and drawings (Enclosure 1).

This authorization is issued pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403) and is subject to the enclosed conditions (Enclosure 2), as applicable. You may require additional authorization from the Regional Water Quality Control Board (RWQCB) prior to starting this activity.

A Preliminary Jurisdictional Determination (JD) has been completed for your site. Preliminary JDs are written indications that there may be waters of the U.S. on a parcel or indications of the approximate location(s) of waters of the U.S. on a parcel. Preliminary JDs are advisory in nature and may not be appealed. While this preliminary jurisdictional determination was conducted pursuant to Regulatory Guidance Letter No. 08-02, *Jurisdictional Determinations*, it may be subject to future revision if new information or a change in field conditions becomes subsequently apparent. The basis for this preliminary jurisdictional determination is fully explained in the enclosed *Preliminary Jurisdictional Determination Form*, which has been signed and dated by you and this office. Please see the enclosed Preliminary JD map titled, "Preliminary Jurisdictional Determination, Romeo Pier Removal in Pillar Point Harbor, San Mateo County, California, File No: 2015-00347S" and dated March 11, 2016" (Enclosure 3).

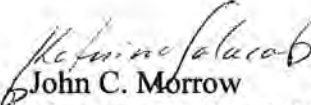
You are advised that the Corps has established an Administrative Appeal Process, as described in our regulation at 33 C.F.R. Part 331 (65 Fed. Reg. 16486; March 28, 2000), and outlined in the enclosed flowchart (Enclosure 4) and Notification of Administrative Appeal Options, Process and Request for Appeal (NAO-RFA) form (Enclosure 5). The following two options are available to you in your evaluation of this Letter of Permission:

1. You may accept the Letter of Permission as offered and your project is authorized. If you accept this permit, you waive all rights to appeal the permit, including its terms and conditions. Please complete the appropriate parts of the "Project Status" form (Enclosure 6), and return it to this office as your work progresses. You are responsible for ensuring that the contractors or workers executing the activity authorized herein are knowledgeable of the terms and conditions of this authorization.
2. You may decline the Letter of Permission because you object to certain terms and conditions, and you may request that the permit be modified. If you decline the permit, you must return the permit to the District Engineer and may not proceed with your project until notified by the District Engineer. You must outline your objections to the terms and conditions of the permit by completing Section II of the NAO-RFA form. Your objections must be received by the District Engineer within 60 days of the date of this letter, or you will forfeit your right to request changes to the terms and conditions of the permit.

Upon receipt of the completed NAO-RFA form, the District Engineer will evaluate your objections and may: (a) modify the permit to address all of your objections, (b) modify the permit to address some of your objections, or (c) not modify the permit, having determined that the permit should be issued as previously written. In any of these three cases, the District Engineer will send you a final permit for your reconsideration, as well as a second NAO-RFA form. Should you decline the final proffered permit, you can appeal the declined permit by submitting the completed NAO-RFA form to the Division Engineer. The NAO-RFA form must be received by the Division Engineer within 60 days of the date of the second transmittal letter or you will forfeit your right to pursue an appeal.

Should you have any questions regarding this matter, please call Naomi Schowalter of our Regulatory Division at 415-503-6763. Please address all correspondence to the Regulatory Division and refer to the File Number at the head of this letter. If you would like to provide comments on our permit review process, please complete the Customer Survey Form available through the Forms and Contacts Block on our website:
<http://www.spn.usace.army.mil/Missions/Regulatory.aspx>.

Sincerely,



John C. Morrow
Lieutenant Colonel, US Army
District Engineer

Steve McGrath
May 16, 2014 (revised Feb 22, 2016)

M&N #:8281-03
Memorandum-Romeo Pier Removal

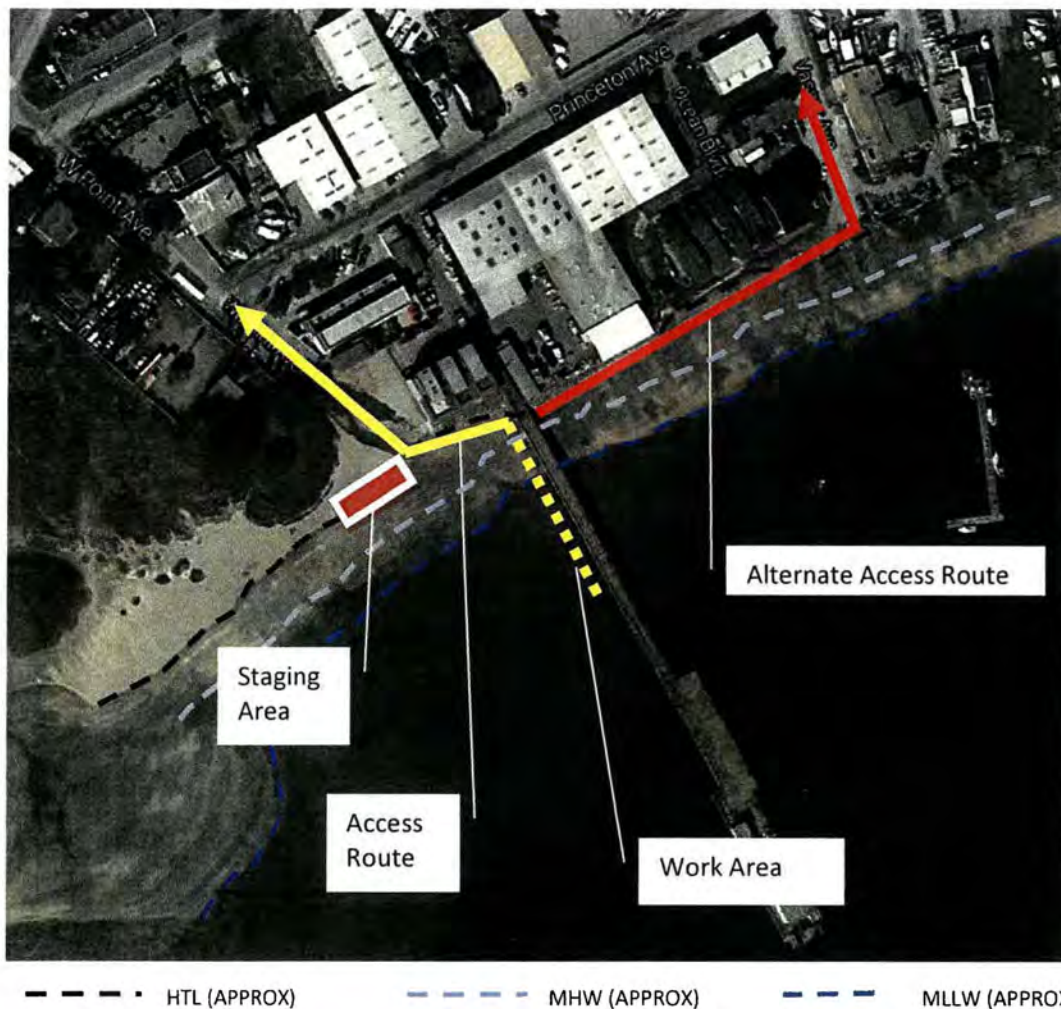


Figure 5 Beach Access Route and Staging (Google Maps Aerial)



Figure 6 Beach Area for Access Routes

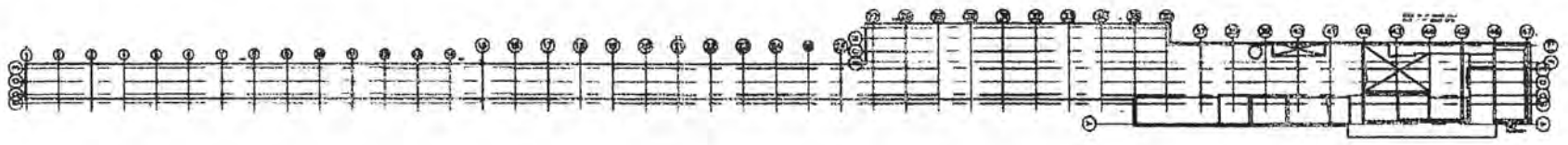
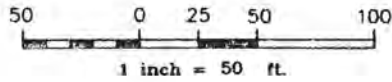


U.S. Army Corps
of Engineers
San Francisco District
Regulatory Division

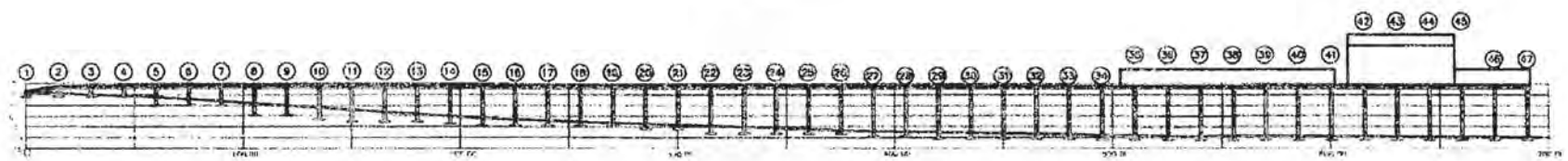
USACE File #2015-00347S

Romeo Pier Removal in Pillar Point Harbor

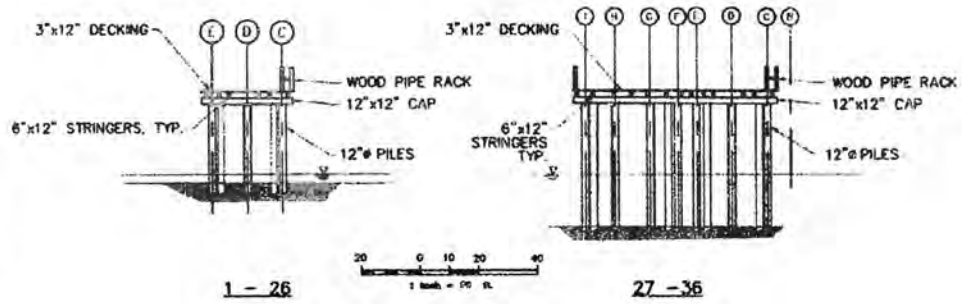
July 7, 2016 Figure 1 to 6



PLAN



ELEVATION



TYPICAL STRUCTURAL SECTION

MOFFATT & NICHOL
ENGINEERS
WALNUT CREEK, CALIFORNIA
11-22-00

EXISTING PIER - PLAN, ELEVATION & TYPICAL FRAMING
ROMEIO PIER
JOB NO. 4082

Figure 7 Pier Plan and Elevation

ROMEO PIER DEMOLITION

SAN MATEO COUNTY HARBOR DISTRICT

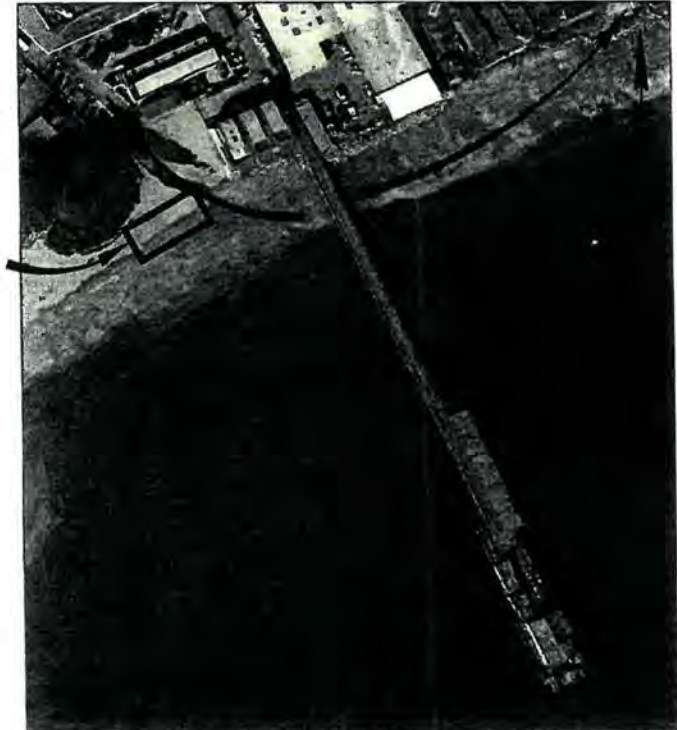
PILLAR POINT, CALIFORNIA



ROMEO PIER

LAUNCH RAMP
ACCESS

ROMEO PIER LOCATION PLAN



SHORE
ACCESS
ROUTES:

STAGING
AREA

ROMEO PIER PLAN

INDEX OF DRAWINGS		
SHEET NO.	DWG NO.	DRAWING TITLE
1	T1	TITLE, LEGEND AND GENERAL NOTES
2	C1	PLAN AND ELEVATION
3	C2	PLAN AND SECTIONS
4	C3	PHOTOS

GENERAL NOTES:

1. PILES ARE CREOSOTE TREATED TIMBER. TIMBER USED IN PIER STRUCTURE IS TREATED AND UNTREATED TIMBER.
2. DEMOLITION ACCESS LIMITED BY TIDAL STAGE AND SHALLOW DEPTH IN WORK AREA.
3. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH THE CONDITIONS OF THE PERMITS ISSUED BY REGULATORY AGENCIES (BCDC, RWCCS, ARMY CORPS). PROVIDE CONTAINMENT TO PREVENT DEBRIS FROM FALLING INTO WATER DURING OPERATIONS.
4. DO NOT BLOCK PUBLIC ACCESS ALONG THE SHORE AT ANY TIME.
5. THE PIER STRUCTURE IS DETERIORATED, MINIMIZE ACCESS ON STRUCTURE. ANALYZE CAPACITY TO SUPPORT EQUIPMENT AND ACCESS PRIOR TO WORK.

50% REVIEW JUN 27, 2014



SAN MATEO COUNTY HARBOR DISTRICT
400 Oyster Point Blvd, Suite 300
South San Francisco, CA 94080
(650) 583-4400

REVISION	DESCRIPTION	BY	DATE

moffatt & nichol
2185 N. California Blvd, Suite 500
Walnut Creek, California 94596(925) 944-5411

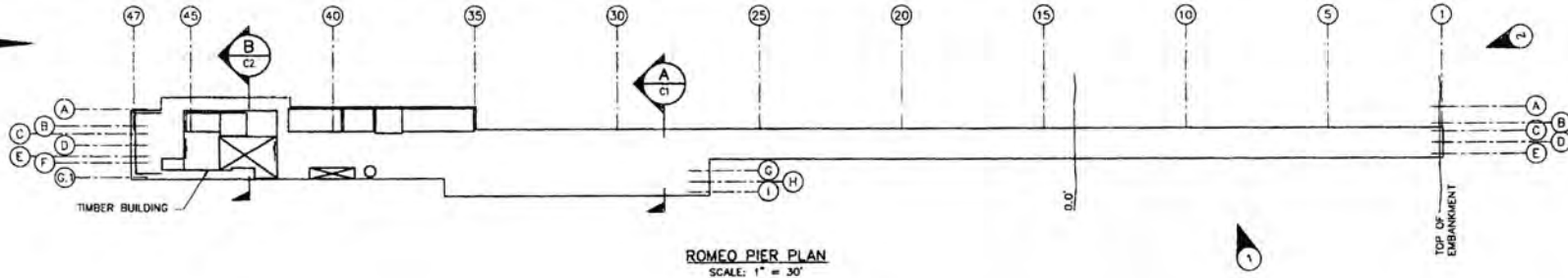
DESIGN	BY	DATE	CHK
JOB NO.	8281-02	FORWARDED BY	TITLE

ROMEO PIER DEMOLITION
PILLAR POINT HARBOR

DATE 06/26/14
SHEET 1 OF 4

TITLE AND GENERAL NOTES

T1



ROMEO PIER PLAN
SCALE: 1" = 30'



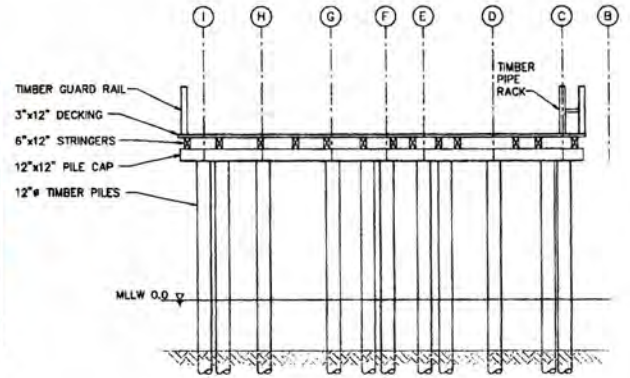
ROMEO PIER ELEVATION
SCALE: 1" = 30'



1 - PIER LOOKING WEST

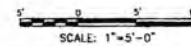
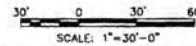


2 - PIER LOOKING SSE



TYPICAL PIER STRUCTURE

A SECTION
C1 SCALE: 1" = 5'-0"



NOTES:

1. REMOVE ENTIRE PIER STRUCTURE (PILES, BEAMS, DECKING, BUILDINGS) AND DISPOSE OF LEGALLY OFFSITE.
2. PILES SHALL BE REMOVED FOR THEIR ENTIRE LENGTH. PILES BETWEEN BENTS 13 AND 27 MAY BE BROKEN OFF 2 FT BELOW THE BOTTOM IF REMOVAL OF ENTIRE LENGTH CANNOT BE ACCOMPLISHED AND IF USING LAND BASED EQUIPMENT.



SAN MATEO COUNTY HARBOR DISTRICT
400 Oyster Point Blvd, Suite 300
South San Francisco, CA 94080
(650) 583-4400

REVISION	DESCRIPTION	BY	DATE

moffatt & nichol
2185 N. California Blvd, Suite 500
Walnut Creek, California 94596(925) 944-5411

EP	TAE	DR
JOB NO. 1281-02	SUBMITTED BY	TRZ

ROMEO PIER DEMOLITION
PILLAR POINT HARBOR

DATE 06/26/14

SHEET 2 OF 4

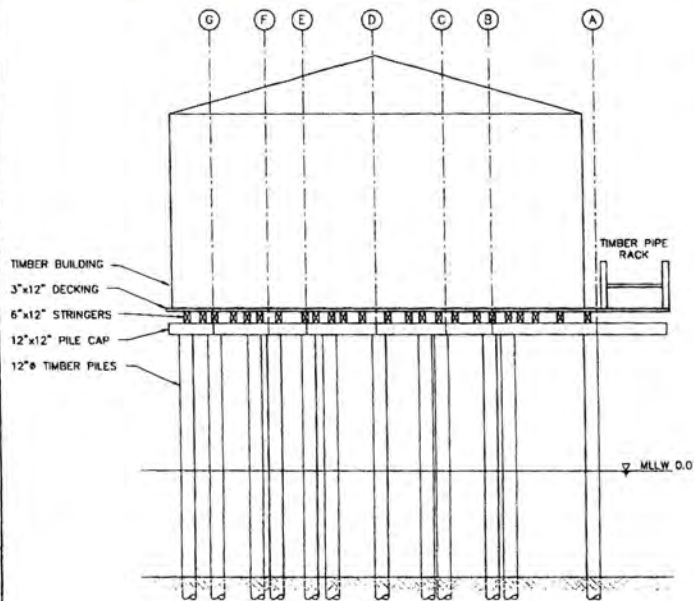
PLAN AND ELEVATION

C1

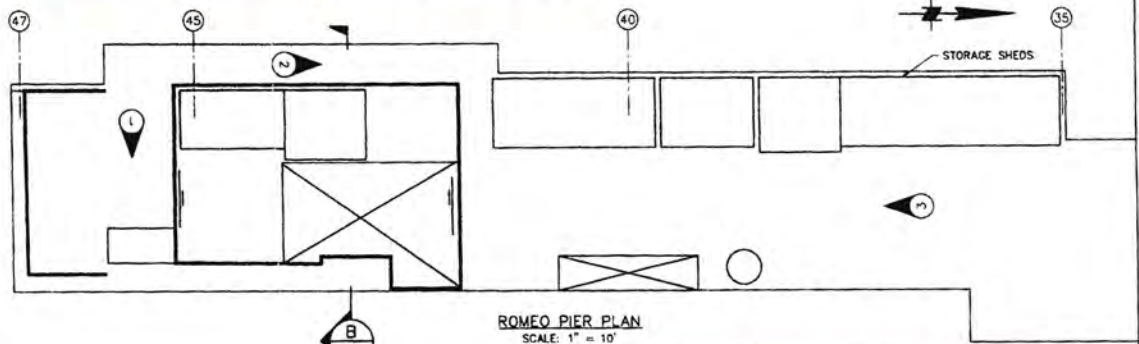


1

2



B SECTION
SCALE: 1"=1'-5"



ROMEO PIER PLAN
SCALE: 1"=10'

PHOTO 1

SCALE: 1"=10'-0"

SCALE: 1"=5'-0"



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SAN MATEO COUNTY HARBOR DISTRICT
400 Oyster Point Blvd, Suite 300
South San Francisco, CA 94080
(650) 583-4400

REVISION	DESCRIPTION	BY	DATE

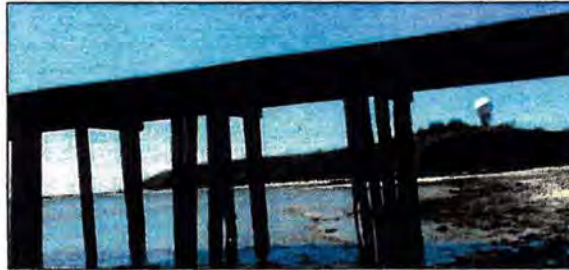
moffatt & nichol
2185 N. California Blvd, Suite 900
Walnut Creek, California 94596(925) 944-5411

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JOB NO	8281-02	SUBMITTED BY	SILE

ROMEO PIER DEMOLITION	DATE 06/26/14
PILLAR POINT HARBOR	SHEET 3 OF 4
PLAN AND SECTIONS	C2



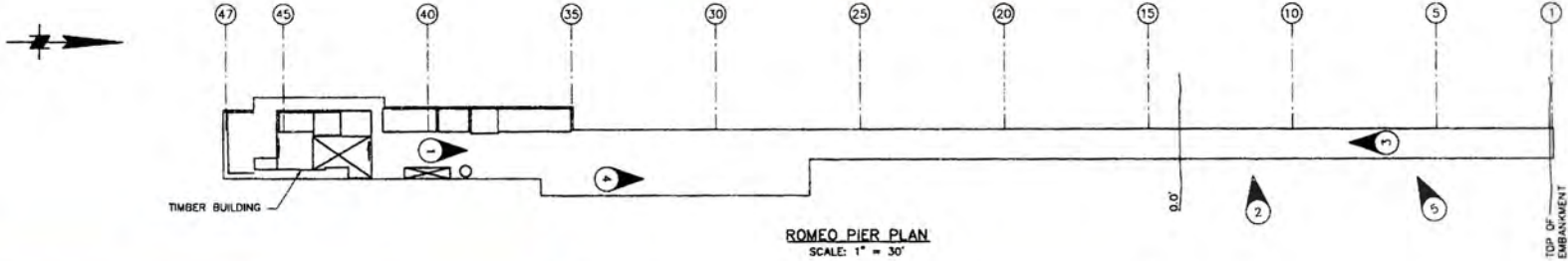
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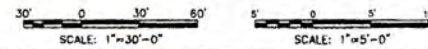
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4



5



SAN MATEO COUNTY HARBOR DISTRICT
400 Oyster Point Blvd, Suite 300
South San Francisco, CA 94080
(650) 583-4400

REVISION	DESCRIPTION	BY	DATE

moftatt & nichol		
2185 N. California Blvd, Suite 500 Walnut Creek, California 94596(925) 944-5411		
DRWN EP	CHK TAC	DATE
JOB NO. 8281-02	SUBMITTED BY	FILE

ROMEO PIER DEMOLITION PILLAR POINT HARBOR		DATE 06/26/14
PHOTOS		SHEET 2 OF 4
C3		

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CONDITIONS TO LETTER OF PERMISSION

PERMITTEE: Mr. John Moren, San Mateo County Harbor District

FILE NO.: 2015-00347S

GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on December 15, 2021. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
7. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

SPECIAL CONDITIONS:

1. The National Marine Fisheries Service (NMFS) concurred with the determination that the project was not likely to adversely affect Central California Coast steelhead (*Oncorhynchus mykiss*), Central California Coast coho salmon (*O. kisutch*), and North American green sturgeon (*Acipenser medirostris*). This concurrence was premised, in part, on project work restrictions outlined in Enclosure 6. These work restrictions are incorporated as special conditions to the LOP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.
2. Incidents where any individuals of steelhead, coho salmon, or 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.

3. Debris entering the waterway will be collected and removed, including the removal of or cutting of piles two feet below the mud line/sediment surface.

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403).
2. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the

following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

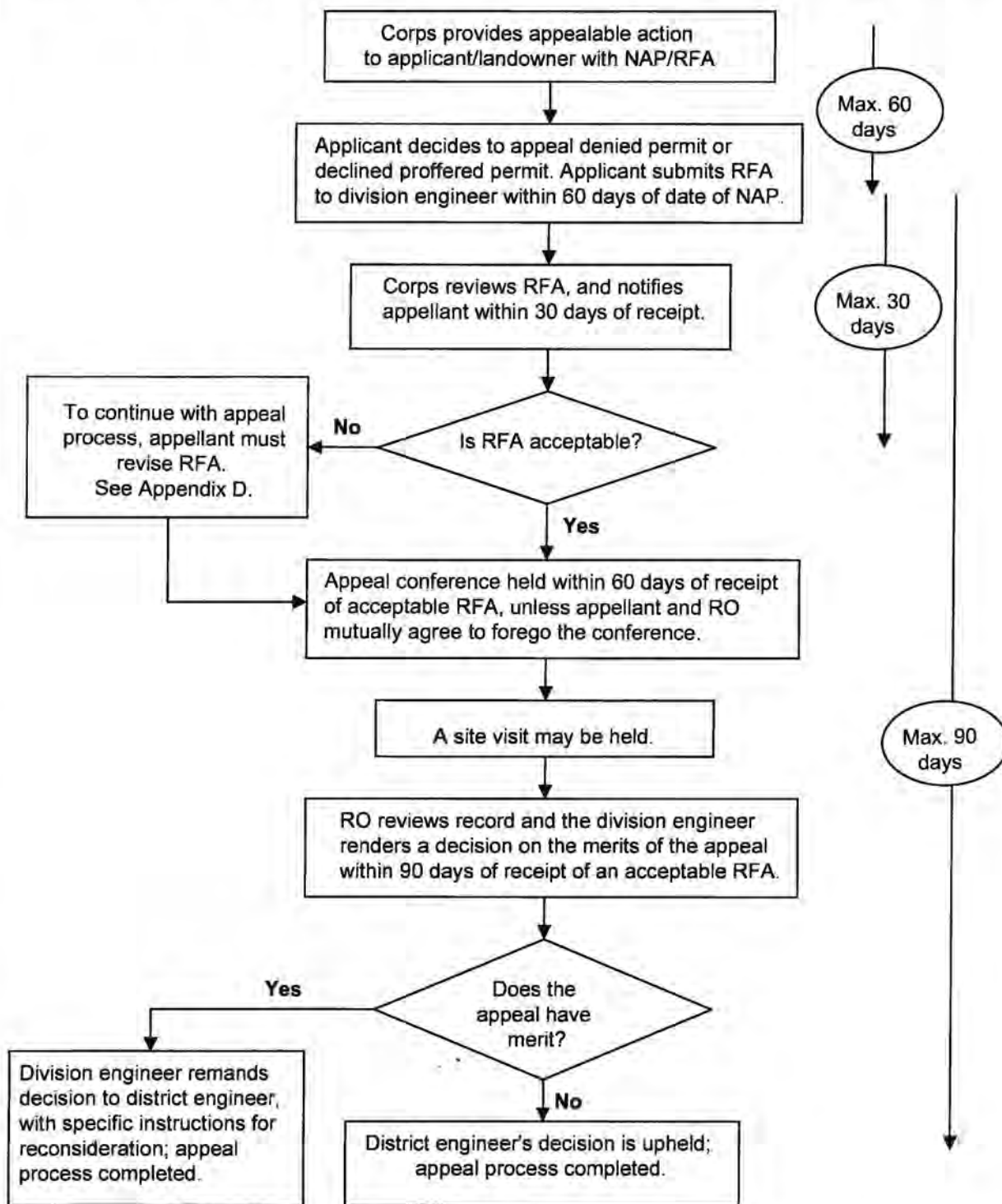
6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable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

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

(TRANSFEEE)

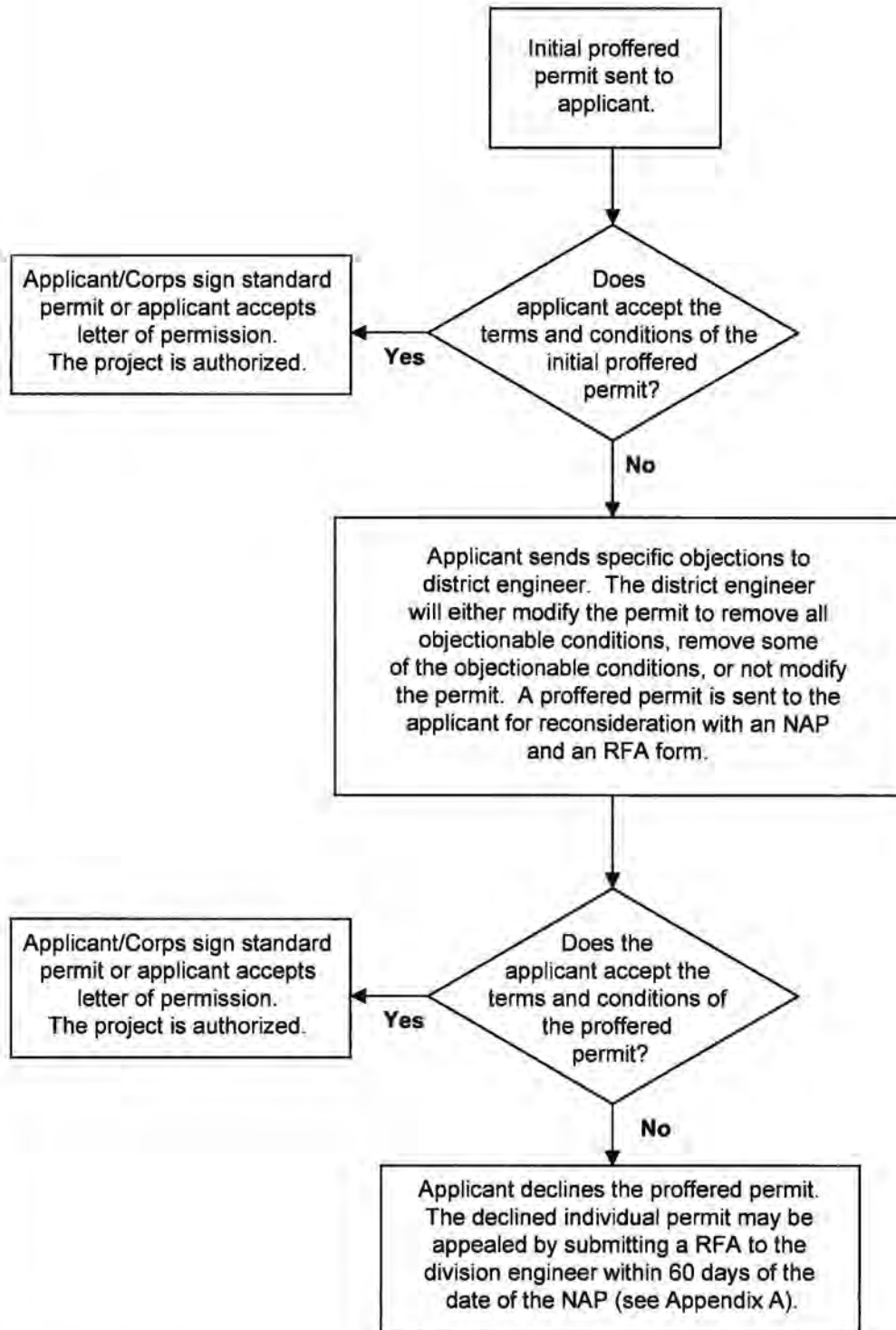
(DATE)

Administrative Appeal Process for Permit Denials and Proffered Permits

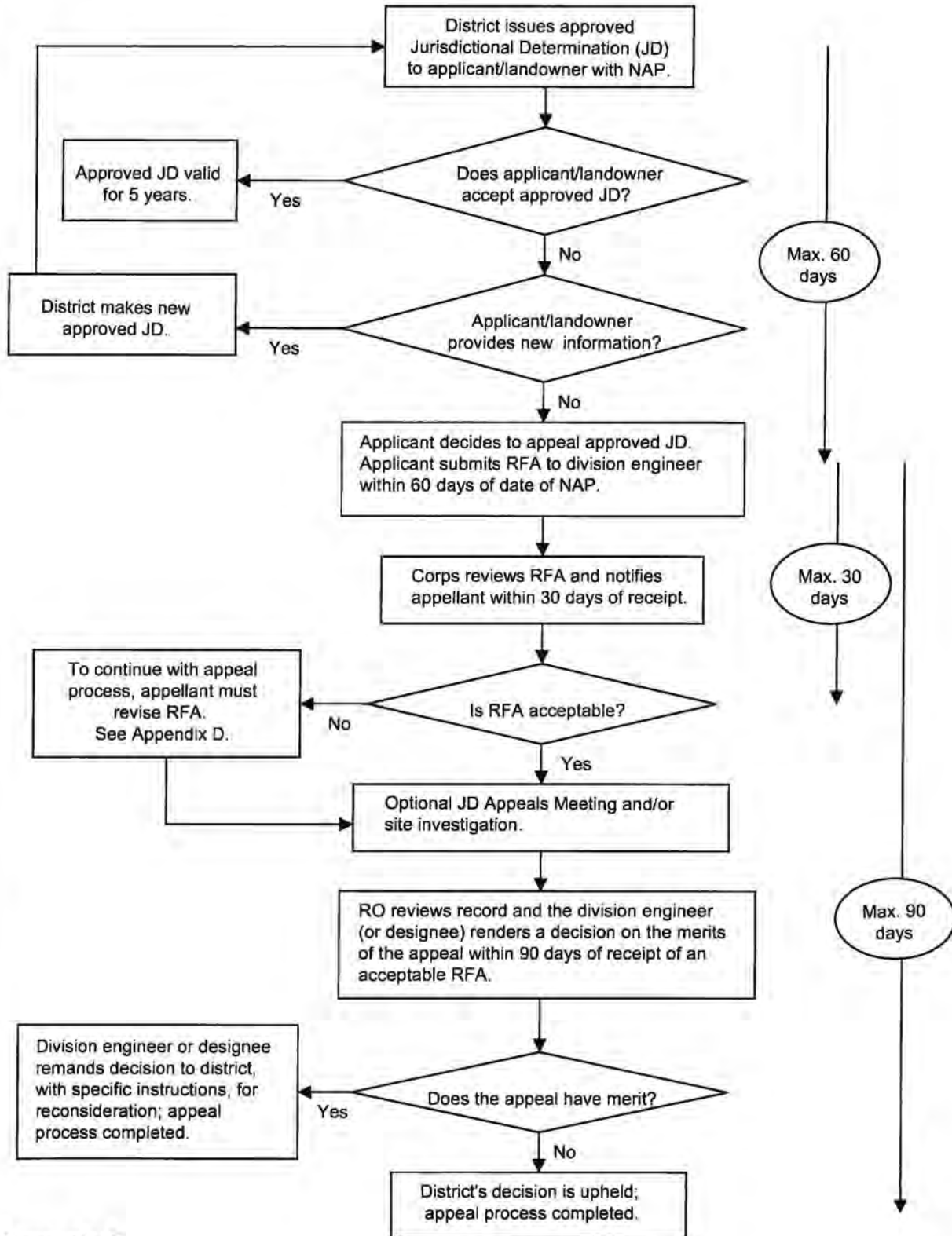


NOTE: If new information is provided to the Corps, the applicant will be asked if the applicant wishes to revise the project or record. If so, the appeal will be withdrawn and the case returned to the District for appropriate action. If not, then the Division Engineer will rule on the merits of the appeal based on the administrative record without consideration of the new information. However, the new information may cause the District Engineer to take action under 33 CFR 325.7, independent of the appeal process.

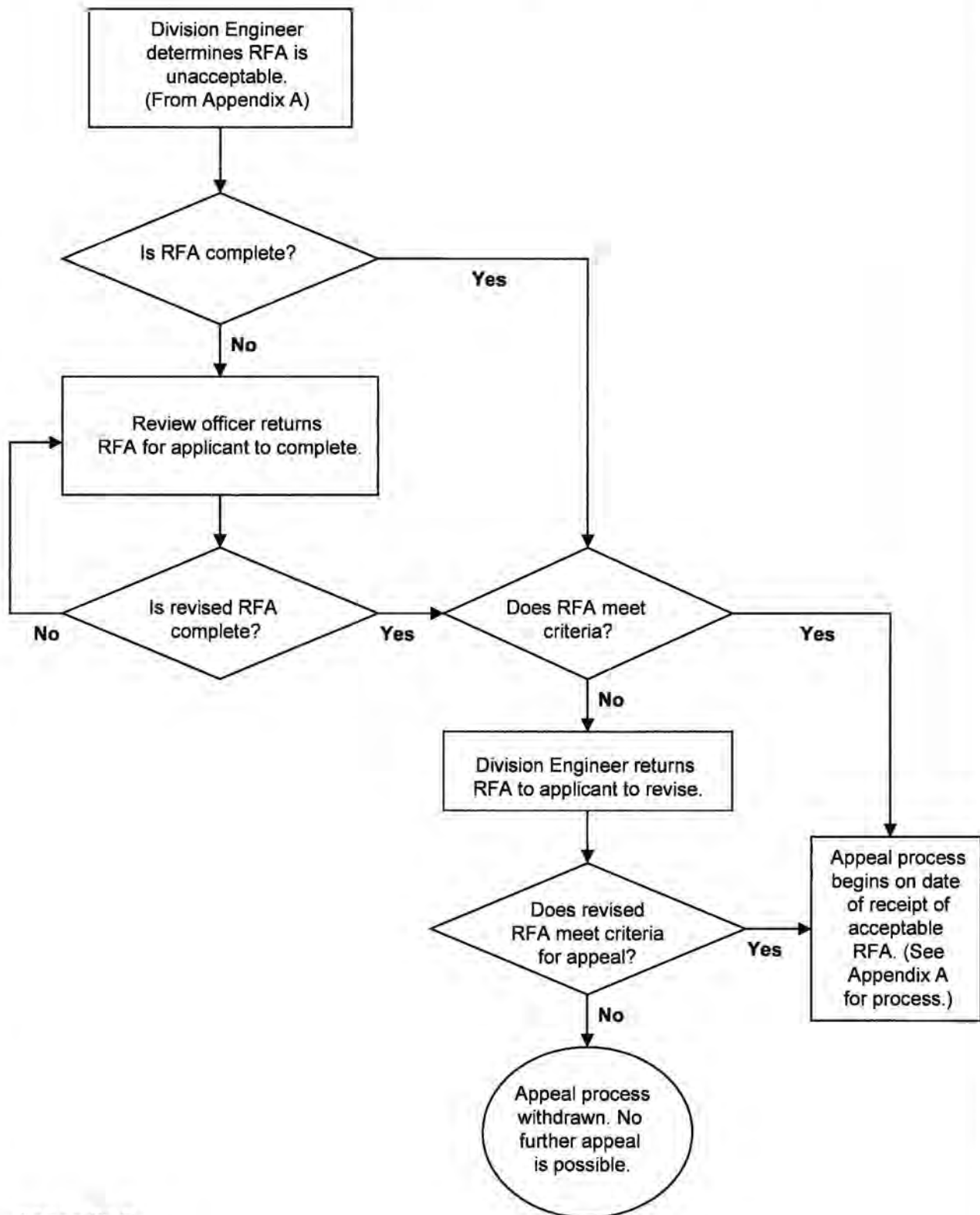
Applicant Options with Initial Proffered Permit



Administrative Appeal Process for Approved Jurisdictional Determinations



Process for Unacceptable Request for Appeal



**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant:	File No.	Date:
Attached is:		See Section below
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the DISTRICT ENGINEER for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this Notice and return the Notice to the DISTRICT ENGINEER. Your objections must be received by the DISTRICT ENGINEER within 60 days of the date of this Notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your NOTICE, the DISTRICT ENGINEER will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the DISTRICT ENGINEER will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the DISTRICT ENGINEER for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this NOTICE and sending the NOTICE to the DIVISION ENGINEER. This Notice must be received by the DIVISION ENGINEER within 60 days of the date of this Notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this Notice sending the Notice to the DIVISION ENGINEER. This Notice must be received by the DIVISION ENGINEER within 60 days of the date of this Notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this Notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this Notice and sending the Notice to the DIVISION ENGINEER. This Notice must be received by the DIVISION ENGINEER within 60 days of the date of this Notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
Katerina Galacatos, Chief, South Branch, Regulatory Division
U.S. Army Corps of Engineers, San Francisco District
1455 Market Street, 16th Floor, Attn: CESP-N-R-S
San Francisco, CA 94103-1398
Tel. (415) 503-6778 FAX (415) 503-6690

If you only have questions regarding the appeal process you may also contact:
Thomas J. Cavanaugh, Appeal Review Officer
U.S. Army Corps of Engineers, South Pacific Division
1455 Market Street, 20th Floor, Attn: CESP-D-PDS-O
San Francisco, CA 94103-1399
Tel. (415) 503-6574 FAX (415) 503-6646

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

PROJECT STATUS

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

(cut as needed) -----

Date: _____

NOTICE OF COMPLETION OF WORK under Department of the Army Permit No. 2015-00347S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2015-00347S, this is to notify you that work was completed on _____

Permittee: San Mateo County Harbor District, Mr. John Moren

Address: 504 Avenue Alhambra, El Granada, CA 94018

(cut as needed) -----

Date: _____

NOTICE OF RESUMPTION OF WORK under Department of the Army Permit No. 2015-00347S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2015-00347S, this is to notify you that work was completed on _____

Permittee: San Mateo County Harbor District, Mr. John Moren

Address: 504 Avenue Alhambra, El Granada, CA 94018

(cut as needed) -----

Date: _____

NOTICE OF SUSPENSION OF WORK under Department of the Army Permit No. 2015-00347S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2015-00347S, this is to notify you that work was completed on _____

Permittee: San Mateo County Harbor District, Mr. John Moren

Address: 504 Avenue Alhambra, El Granada, CA 94018

(cut as needed) -----

Date: _____

NOTICE OF COMMENCEMENT OF WORK under Department of the Army Permit No. 2015-00347S

TO: District Engineer, US Army Corps of Engineers, Regulatory Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit No. 2015-00347S, this is to notify you that work was completed on _____

Permittee: San Mateo County Harbor District, Mr. John Moren

Address: 504 Avenue Alhambra, El Granada, CA 94018



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE

West Coast Region
777 Sonoma Avenue, Room 325
Santa Rosa, California 95404

June 13, 2016

Refer to NMFS No: WCR-2016-4626

Aaron O. Allen, Ph.D.
Acting Regulatory Branch Chief
U.S. Department of the Army
Corps of Engineers San Francisco District
1455 Market Street
San Francisco, California 94103-1398

Re: Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Romeo Pier Removal Project in Pillar Point Harbor, San Mateo County, California (Corps File No. 2015-00347S)

Dear Dr. Allen:

On March 11, 2016, NOAA's National Marine Fisheries Service (NMFS) received your request for a written concurrence that the United States Army Corps of Engineers' (Corps) proposal to approve San Mateo County Harbor District's permit application for the Romeo Pier Removal Project (Corps File No. 2015-00347S) under Section 10 of the Rivers and Harbors Act (RHA) of 1899 is not likely to adversely affect (NLAA) species listed as threatened or endangered or critical habitats designated under the Endangered Species Act (ESA). This response to your request was prepared by NMFS pursuant to section 7(a)(2) of the ESA, implementing regulations at 50 CFR 402, and agency guidance for preparation of letters of concurrence.

NMFS also reviewed the proposed action for potential effects on essential fish habitat (EFH) designated under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), including conservation measures and any determination made regarding the potential effects of the action. This review was pursuant to section 305(b) of the MSA, implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation.

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The concurrence letter will be available through NMFS' Public Consultation Tracking System.¹ A complete record of this consultation is on file at NMFS' West Coast

¹ On the PCTS homepage (<https://pcts.nmfs.noaa.gov/pcts-web/homepage.pcts>), use the following PCTS tracking number within the Quick Search column: WCR-2016-4626.



Region North Central Coast Office located at 777 Sonoma Avenue, Room 325, Santa Rosa, California 95404.

Proposed Action

San Mateo County's proposed removal of Romeo Pier would take approximately four to eight weeks. The purpose of the pier removal is to demolish and remove Romeo Pier, located in Pillar Point Harbor, San Mateo County, California. Romeo Pier is a single-deck structure comprised primarily of timber pilings, timber deck, and buildings. It has recently started to collapse due to its age and state of deterioration of its supporting members. The San Mateo County Harbor District intends to replace the pier within the same footprint as the existing pier at an undetermined time under a separate future Corps permit and associated consultation with NMFS.

The deck height is approximately four meters above mean lower low water (MLLW) on the outer portion of the pier, and extends approximately 200 meters out into the harbor from the shore. The pier is too deteriorated to safely operate large construction equipment on top of the deck. Approximately 80% of the timber (450 metric tons of material) is located on the outer 120 meters of the pier, and will be removed by a crane on a floating barge. The 80-meter long inner pier near the beach is too shallow for barge operation and will be removed using a track-mounted or rubber-tired mobile crane. The mobile crane will roll out from the sandy beach onto exposed sand in the intertidal zone during lower tides to an elevation no lower than 0.5 meters MLLW, which is approximately 80 meters distance from the beach.

A vibratory hammer will be used on both the barge-mounted and land-based mobile crane to remove 351 total piles that are 12 inches in diameter. Eighteen piles will be removed per day in 10-hour work shifts for 20 working days over a period of four weeks. Many of the piles will be removed with the vibratory hammer for their entire length where possible. Piles that are deteriorated below the waterline that cannot be completely removed with a vibratory hammer will be removed using a cable attachment as far below the sand line to extract as much of the pile as possible. If piles cannot be completely removed by either method, they will be broken off one meter below the sand line.

To prevent deck and building materials from falling into harbor waters, the contractor is required to provide continuous containment of overwater structure material. Containment will be accomplished by tight-woven netting suspended above the water surface, a continuous raft of floats, or a combination of these two methods. Regarding accidental oil or fuel spills, a plan for training, monitoring, detection, and cleanup of unintentional release of spills will be prepared. Work will stop if any leak is detected and cleanup will commence immediately. The biological assessment (BA) for this project (Rincon Consultants Inc. 2015), and associated project memoranda include more detail on the project description and best management practices (BMPs).

Conservation measures will be employed by the San Mateo County Harbor District in order to prevent harassment or harm to listed species and marine mammals if they should co-occur in the action area during project implementation. Regarding listed salmonids, removal of the outer pier will not occur from December through May when salmonids are most likely to be traveling to or from Denniston Creek during adult upstream migration and juvenile and smolt outmigration,

respectively. A biological monitor will observe all pier construction activities that occur in or over the water to ensure permit compliance, and ensure that marine mammals entering a 150-meter minimum safety zone are not harmed. The biological monitor will have the authority to shut down activities if necessary to ensure that no marine mammals will be harassed or harmed. All construction activities shall cease until all marine mammals are no longer at risk of harassment or harm. All marine mammals will be allowed to leave the safety zone voluntarily. In addition, all observations of marine mammals shall be documented. Vessel speeds shall be limited to two knots for the barge and three to five knots for support vessels to reduce the possibility of collisions.

There are no interrelated or interdependent activities associated with this project.

Action Area

Romeo Pier is located in Pillar Point Harbor, San Mateo County, California. Land uses nearby include industrial, commercial and residential development as well as agriculture and open space. The Half Moon Bay Airport is located just north of the project site. Industrial warehouses are located immediately shoreward of the pier. Pillar Point Harbor is protected by an outer breakwater and an inner breakwater, structurally forming an inner harbor and an outer harbor.

The outer harbor where Romeo Pier is located, including the action area, is comprised primarily of open space and widely distributed boat moorings with low to moderate levels of boat traffic. The bottom topography is gently sloped from shore toward the end of the pier. The water depth is approximately three meters MLLW at the end of the pier, and approximately 1.5 meters MLLW at the middle point of the pier. The substrate in the action area in and around the pier is comprised completely of sand, including the shore where the pier connects (Rincon Consultants, Inc. 2016). Common soft-bottom infaunal and epifaunal species are expected to occur here, such as clams, crabs, and worms. A common red algae, *Gracilaria sp.*, exists in the intertidal and subtidal zones. Mussels and barnacles are attached to the pilings of the pier. Harbor seals and sea lions are known to be present in the vicinity of the pier and haul out on floating docks located approximately 200 meters east of Romeo Pier, but they are not able to haul out on any structure of the pier due to the height of the single-deck pier (Rincon Consultants, Inc. 2016).

The action area is defined as the waters directly underneath the footprint of the Romeo Pier, and includes a 50-meter distance extending out from the pier into the subtidal and intertidal waters, including the shore. This distance is determined by the area surrounding the pier where construction activities and their effects are expected to occur.

Action Agency's Effects Determination

Endangered Species Act

The Corps has determined that the proposed project may affect, but is not likely to adversely affect, the listed species, distinct population segments (DPS), and evolutionarily significant units (ESU) listed below. Available information indicates the following listed species may be affected by the proposed action:

- Central California Coast (CCC) steelhead DPS** (*Oncorhynchus mykiss*)
threatened (71 FR 834; January 5, 2006);
- Central California Coast (CCC) coho salmon ESU** (*O. kisutch*)
endangered (70 FR 37160, June 28, 2005)
- North American Green Sturgeon southern DPS** (*Acipenser medirostris*)
threatened (71 FR 17757; April 7, 2006).

The Corps' determination for each of the species described above was based on the amount of habitat available elsewhere throughout Pillar Point Harbor, localized and temporary nature of project effects, and the implementation of conservation measures described above.

Salmon and steelhead are anadromous fish, where older juvenile and adult life stages occur in the ocean until the adults ascend freshwater streams to spawn.² In California coastal streams, adult steelhead migration occurs between December and April, peaking in March and April, while smolt outmigration occurs between January and June, peaking in March through May (Fukushima and Lesh 1998). Adult coho salmon migration in California occurs between November and February, and smolt outmigration occurs between March and June, peaking March through May (Fukushima and Lesh 1998). Denniston Creek, a 4.4-mile tributary stream flowing into Pillar Point Harbor, is designated CCC steelhead and CCC coho salmon critical habitat. The action area is not located within CCC steelhead or CCC coho salmon critical habitat, because critical habitat for both species ends at the mouth of Denniston Creek where it flows into the harbor, which is approximately 0.2 miles away from the action area. Due to an existing passage barrier at creek mile 1.2, Denniston Creek currently provides little and low quality spawning, migration, and rearing habitat to CCC steelhead. Based on available information, it is unlikely that CCC coho salmon would be present in the action area during the proposed project, however CCC steelhead may be present in very small numbers.

The waters in and around Pillar Point Harbor, including the action area, fall within the range of the threatened southern DPS of North American green sturgeon (hereafter "green sturgeon"). The life history of green sturgeon in California is summarized in NMFS (2015). The offshore marine waters outside the boundaries of Pillar Point Harbor, and outside the action area, are designated as green sturgeon critical habitat; however, the waters located inside the boundaries of Pillar Point Harbor, and the action area, are not designated green sturgeon critical habitat.³ Green sturgeon are anadromous, where adults spawn in deep turbulent sections of the upper Sacramento River. As juvenile green sturgeon age, they migrate downstream and rear in the lower delta and bays, entering the ocean during the first one to four years of their life history (Nakamoto *et al.* 1995). Acoustic monitors have detected tagged green sturgeon in nearshore

² The life history of Central California Coast (CCC) steelhead is summarized by (Busby *et al.* 1996). CCC coho salmon life history is summarized in Weitkamp *et al.* (1995).

³ The lateral extent of southern DPS North American green sturgeon critical habitat in nearshore waters to the west is defined by the 60 fathom depth bathymetry contour relative to mean lower low water (MLLW) and shoreward to the area inundated by MLLW, or to the COLREGS demarcation lines. Dividing Pillar Point Harbor from nearshore waters is the COLREGS line at the mouth of Pillar Point Harbor. Specifically the COLREGS line at Pillar Point Harbor is drawn from Pillar Point Harbor Light 6 to Pillar Point Harbor Entrance Light (33 CFR §80.1140). Certain bays in California are designated green sturgeon critical habitat (*e.g.*, San Francisco Bay, Humboldt Bay), but Pillar Point Harbor is not included (74 FR 52300; Oct. 9, 2009).

marine waters at various locations along central California (e.g., Moss Landing Harbor, Golden Gate Bridge (Joe Heublein, NMFS Staff, personal communication April 29, 2016). NMFS is not aware of any reports of green sturgeon in Pillar Point Harbor, including the action area.

Although it is possible that Pillar Point Harbor could provide green sturgeon marine habitat, there is insufficient information to determine the population abundance of green sturgeon in the action area. The action area includes relatively poor conditions with relatively more boat traffic compared to other areas along the coast outside the harbor where green sturgeon are more likely to be found. Based on this information, green sturgeon may be present in the action area during the proposed project construction period in very small numbers.

Magnuson-Stevens Fishery Conservation and Management Act

The Corps has determined that the proposed action may adversely affect EFH. The Corps has also determined that the proposed action would not have a substantial adverse impact on EFH for species managed under the Pacific Coast Salmon Fishery Management Plan (FMP), Pacific Coast Groundfish FMP, and Coastal Pelagic Species FMP pursuant to section 305(b) of the MSA, 16 U.S.C. § 1855(b). This determination is based on an ample amount of habitat available elsewhere in the harbor during project activities, and that project effects are expected to be temporary and minor in addition to the implementation of the proposed conservation measures described above. The action area is located within an area identified as EFH for various life stages of fish species managed with the following FMPs under the MSA:

- Pacific Coast Salmon FMP** (marine EFH for Chinook and coho salmon),
- Pacific Groundfish FMP** (various sole and flounder species, leopard shark, *etc.*),
- Coastal Pelagic Species FMP** (northern anchovy, Pacific sardine, jack mackerel, *etc.*).

The action area is not located within any Habitat Area of Particular Concern (HAPCs) for Federally-managed fish species of any of the above listed FMPs.⁴

Consultation History

The Corps requested informal consultation with NMFS by letter dated March 11, 2016, that also included a biological assessment by Rincon Consultants, Inc., and additional information on the project description provided in memoranda provided by Moffatt and Nichol. On April 15, 2016, the Corps sent a supplemental biological report by Rincon Consultants, Inc. that contained conservation measures and information on the absence of eelgrass (*Zostera marina*) in the action area. After an email exchange between NMFS and the Corps, on April 27, 2016, the Corps revised their determination on leatherback sea turtle from 'not likely to adversely affect' to 'no effect.' Similarly, on April 28, 2016, the Corps added CCC coho salmon to the initiation request with a determination of 'not likely to adversely affect.' Additional conservation measures preventing work during the salmonid migration season and marine mammal exclusion zone were

⁴ NMFS acknowledges that no eelgrass is anticipated to occur in the action area. A preliminary snorkel survey was conducted in the action area on March 14, 2016 by Rincon Consultants, Inc. to determine the presence of eelgrass (*Zostera marina*), of which none was found. Red algae (*Gracilaria sp.*) was observed at approximately the same density as aerial imagery (Google Earth), provided in the initiation package, indicated. Although visibility was low during the snorkel survey (approximately one foot visibility) conducted by Rincon, NMFS also conducted an onshore site visit on April 14, 2016 and found no evidence of eelgrass on the beach (as beach wrack) or intertidal zone in the action area.

also included in May 31, 2016 correspondence from the Corps and San Mateo Harbor District. This information was sufficient for the actions and scope of this project, and NMFS initiated consultation on May 31, 2016.

ENDANGERED SPECIES ACT

Effects of the Action

Under the ESA, “effects of the action” means the direct and indirect effects of an action on the listed species or critical habitat, together with the effects of other activities that are interrelated or interdependent with that action (50 CFR 402.02). The applicable standard to find that a proposed action is not likely to adversely affect listed species or critical habitat is that all of the effects of the action are expected to be discountable, insignificant, or completely beneficial. Beneficial effects are contemporaneous positive effects without any adverse effects to the species or critical habitat. Insignificant effects relate to the size of the impact and should never reach the scale where take occurs. Discountable effects are those extremely unlikely to occur.

The effects of the proposed action are reasonably likely to include underwater noise from pile removal, turbidity from removal activities, and accidental spills.

Underwater noise from pile removal

Salmonids and green sturgeon described above rely, in part, on sound for their survival in the marine environment. Elevated levels of underwater sound are expected to occur during the project’s use of a pile driving hammer. Available information indicates that fish may be injured or killed when exposed to elevated underwater sound pressure waves generated by steel piles installed with impact hammers. However, this project proposes to use a vibratory hammer to remove the timber piles. Vibratory hammers generate lower sound levels and different sound wave forms than impact hammers (Illingworth and Rodkin, Inc. 2012) and do not cause physical injury or mortality to fish (Buehler *et al.* 2015). The use of a vibratory hammer by this project is expected to avoid generation of underwater sound levels that are harmful to listed fish. Pile removal activities could result in noise that may startle listed salmonids and green sturgeon, and result in temporary dispersion from the action area. If salmonids and green sturgeon were to react behaviorally to the sound produced by construction activities of this project, adequate water depths and area throughout the harbor and adjacent nearshore waters would be expected to provide listed fish sufficient area to disperse. Therefore, it is anticipated that effects of elevated underwater sound levels during pile removal associated with this project will be insignificant to listed salmonids and green sturgeon.

Turbidity

Pile removal, anchoring, and operation of the barge and land-based mobile crane may temporarily increase turbidity levels in the action area during the proposed project. If turbidity remains high for an extended period of time, fish can be affected by disruption of normal feeding behavior, reduced growth rates, and increased stress levels (Benfield and Minello 1996; Nightingale and Simenstad 2001). As work is performed however, disturbance of the sand bottom in the project footprint will likely result in short-term and localized levels of increased turbidity. Long-term or high-level turbidity plumes that could potentially cause harm to fish are not anticipated from this proposed project, because, as noted by Rincon Consultants, Inc. (2016),

the substrate is primarily sand under and around Romeo Pier. Short-term and localized sand plumes are expected to settle rapidly back to the soft-bottom substrate. Green sturgeon are a benthic dwelling species and are adapted to living in estuaries with fine sediment bottoms, and inhabit streams with high levels of turbidity (Allen and Cech 2007). Regarding salmonids, as previously mentioned, the project will be conducted outside of the primary CCC coho salmon and CCC steelhead migration season. If any salmonids are present during the proposed project, they will have access to large areas of Pillar Point Harbor and nearshore waters just outside the harbor. Salmonids would likely leave the area of short-term localized turbidity, suffering no ill effects. Performing construction work with the land-based mobile crane during lower tides when the sand is exposed will disturb the existing substrate. However, once tidal action re-waters the piling area, little turbidity is expected to result due to the sand substrate rapidly resettling within the action area. Therefore, any effects to listed salmonids and green sturgeon from turbidity resulting from this proposed project are expected to be insignificant.

Accidental spills

The proposed project includes use of heavy construction equipment that, should an accidental spill occur, may expose the action area to falling debris and relatively small fuel and/or oil spills. It is expected that spills of oil, fuel, debris or other toxic substances materials will be contained and will not be released into the waters or sediments of the action area. BMPs will be in place to prevent a spill of toxic fuel or oil, and debris will be prevented from entering the water, as described above, and in Rincon Consultants Inc. (2015). Regarding pier debris falling into the water, the removal of the pier involves the continuous containment of debris using tight-woven netting suspended above the water surface, continuous raft of floats, or a combination of these two methods. Regarding oil and/or fuel spills, a very small amount of fuel or oil would be spilled from the construction equipment used in the proposed action relative to the large volume of water inside and outside the harbor. A plan for training, monitoring, detection, and potential cleanup of unintentional release of spills will be prepared. Work will stop if any leak is detected and cleanup will commence immediately. The applicant and/or contractor will have equipment and supplies onsite ready to contain any released material immediately. Based on the small amounts involved, the dilution and dispersion from the large volume of water in the harbor, unlikely occurrence, and clean up procedures described, any adverse effects to listed salmonids or green sturgeon resulting from accidental spills of toxic materials are expected to be insignificant.

Conclusion

Based on this analysis, NMFS concurs with the Corps that the proposed action is not likely to adversely affect CCC steelhead, CCC coho salmon, or green sturgeon.

Reinitiation of Consultation

Reinitiation of consultation is required and shall be requested by the Corps or by NMFS, where discretionary Federal involvement or control over the action has been retained or is authorized by law and (1) new information reveals effects of the action that may affect listed species in a manner or to an extent not previously considered; (2) the identified action is subsequently modified in a manner that causes an effect to the listed species that was not considered in this concurrence letter; or if (3) a new species is listed or critical habitat designated that may be

affected by the identified action (50 CFR 402.16). This concludes the ESA portion of this consultation.

MAGNUSON-STEVENSON FISHERY CONSERVATION AND MANAGEMENT ACT

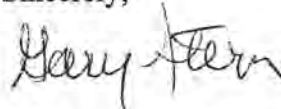
NMFS determined the proposed action would adversely affect EFH through underwater noise from pile driving, water quality effects of increased turbidity from underwater work, and accidental spills from heavy construction equipment. These effects are analyzed in the ESA section of this letter, and are applicable for this EFH effects analysis because there are no Habitat Areas of Particular Concern under the Groundfish and Salmon FMPs located in the action area that would require a separate analysis for this proposed project.

In addition to the effects described above the proposed project includes temporary benthic habitat disturbance that would result from pile removal, barge anchoring, and the mobile crane that will operate in the sandy intertidal zone. Sandy intertidal habitat infaunal prey items (*e.g.*, clams, crustaceans, worms, *etc.*) of federally-managed fish species under the Groundfish and Coastal Pelagic Species FMPs may be trampled by the mobile crane operation and barge anchoring. To reduce construction impacts, the mobile crane will be equipped with tracks or large rubber tires and operating at lower tides when the sand substrate is exposed in order to disperse weight and reduce impacts to potential sandy intertidal habitat prey items. Removal of timber piles may result in relatively deep narrow holes in the substrate, however the sand substrate is expected to fill in and rapidly recover post-construction. Although some impacts to infaunal prey items are anticipated from the proposed project, the effects will be short-term, localized, and large areas of Pillar Point Harbor and nearshore waters just outside the harbor will remain unaffected during the project and will be available for federally-managed fish species for foraging. Upon completion of the project the habitat is expected to recover quickly to its pre-project condition.

Based on the above information, the BMPs described above are anticipated to avoid and minimize potential impacts to EFH. Therefore, NMFS has no EFH Conservation Recommendations to offer at this time. The Corps must reinitiate EFH consultation with NMFS if the proposed action is substantially revised in a way that may adversely affect EFH, or if new information becomes available that would affect the conclusions of this EFH consultation (50 CFR 600.920(1)). This concludes the MSA portion of this consultation.

Please direct questions regarding this letter to Brian Meux, Natural Resource Specialist, at brian.meux@noaa.gov, (707) 575-1253.

Sincerely,



FER

William W. Stelle, Jr.
Regional Administrator

NOAA REGIONAL ADMINISTRATION
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cc: Naomi Schowalter, Army Corps of Engineers, San Francisco District
 Randy Murphy, San Mateo County Harbor District, El Granada
 Copy to File ARN #151422WCR2016SR00192
 Copy to Chron File

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TECHNICAL SPECIFICATIONS

SECTION 01100 – DEFINITION OF BID ITEMS

PART 1 - GENERAL

The intent of this section is to explain, in general, what is and what is not included in a bid item, and the limits or cut-off points where one bid item ends and another begins. If no bid item exists for a portion of the work, include the costs in a related bid item. Measurement and Payment for all items of work shall be done in accordance with Section 01200 “Measurement and Payment.” The lump sum or unit price for each item shall be full compensation for all labor, materials, equipment, tools, and incidentals to complete each bid item.

1.1 BID ITEM NO. 1 – MOBILIZATION, DEMOBILIZATION, BONDS & INSURANCE

- A. This bid item consists of mobilization and demobilization in accordance with the State of California Department of Transportation (Caltrans) Standard Specifications. This bid item includes mobilization of equipment, materials and personnel; temporary facilities; temporary fencing; preparation of submittals; and demobilization.
- B. Unit of Payment: Lump Sum (LS)

1.2 BID ITEM NO. 2 – REMOVE PIER BUILDINGS & STRUCTURES

- A. This bid item consists of removal of the pier buildings and structures, in accordance with Specification Section 02200 “Demolition.”
- B. Unit of Payment: Lump Sum (LS)

1.3 BID ITEM NO. 3 – REMOVE MISCELLANEOUS DEBRIS

- A. This bid item consists of removal of miscellaneous debris and all miscellaneous contents in the pier buildings and on the pier deck. This includes but is not limited to: large equipment (forklift), small equipment (generators, motors), paint cans and buckets, animal refuse, furniture, utilities, miscellaneous metal and timber, appliances, and all other contents in the pier buildings and on the pier, in accordance with Specification Section 02200 “Demolition.”
- B. Unit of Payment: Lump Sum (LS)

1.4 BID ITEM NO. 4 – REMOVE PIER

- A. This bid item consists of removal of the pier structure, in accordance with Specification Section 02200 “Demolition.” This includes but is not limited to: deck, railings, stringers/beams, caps, and piles.
- B. Unit of Payment: Lump Sum (LS)

- 1.5 BID ITEM NO. 5 – DISPOSAL OF DEMOLISHED MATERIAL (PIER BUILDINGS & STRUCTURES)
 - A. This bid item consists of disposal of pier buildings and structures removed as part of the work, in accordance with Specification Section 02200 “Demolition.”
 - B. Unit of Payment: TON

- 1.6 BID ITEM NO. 6 – DISPOSAL OF MISCELLANEOUS DEBRIS
 - A. This bid item consists of disposal of miscellaneous debris removed as part of the work, in accordance with Specification Section 02200 “Demolition.”
 - B. Unit of Payment: TON

- 1.7 BID ITEM NO. 7 – DISPOSAL OF DEMOLISHED MATERIAL (PIER SUPERSTRUCTURE)
 - A. This bid item consists of disposal of the pier deck, stringers/beams, caps and other appurtenant materials related to the pier superstructure, and all parts of the pier not specifically described under other bid items, which are removed as part of the work, in accordance with Specification Section 02200 “Demolition.”
 - B. Unit of Payment: TON

- 1.8 BID ITEM NO. 8 – DISPOSAL OF DEMOLISHED MATERIAL (TIMBER PILES)
 - A. This bid item consists of disposal of timber piles removed as part of the work, in accordance with Specification Section 02200 “Demolition.”
 - B. Unit of Payment: TON

- 1.9 BID ITEM NO. 9 – DEBRIS CONTAINMENT SYSTEM
 - A. This bid item consists of furnishing, deploying, maintaining, and removing a debris containment system in accordance with Specification Section 02200 “Demolition.”
 - B. Unit of Payment: Lump Sum (LS)

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 02200 – DEMOLITION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF SITE

- A. Existing pier is a pile-supported timber structure. The pier was constructed with treated and untreated timber, and supported by creosote-treated timber piles.
- B. Existing structures on the pier were constructed with treated and untreated timber, and painted with lead-based paint. Samples of the painted timber building walls were tested for the presence of lead-paint paint and other hazardous materials; this results of the laboratory testing are attached in Appendix A at the end of this section.
- C. Various materials and contents are on the pier and contained inside the pier structures. These include but not limited to: wood shelving and storage, electrical motors and equipment, a forklift, paint cans and buckets, fuel cans, miscellaneous metal containers, interior furniture and furnishings, electrical panels and breakers, steel cranes/hoists, light fixtures, animal waste, and other debris.
- D. Asbestos-containing materials (ACM) may be present within the building structures based on the typical materials used for construction at the time the pier was constructed. If ACM is found on the site, removal operations shall be performed in accordance with all applicable laws and regulations.

1.2 WORK INCLUDES

- A. Hazardous Materials Survey: Perform on-site survey to identify and locate hazardous materials such as lead-based paint and/or asbestos. Classify hazardous materials to be demolished and identify proposed disposal sites for each class of hazardous materials. Submit a description of the location and classification of hazardous materials as part of the Work Plan.
- B. Demolition and removal of the pier as shown on the Drawings and as specified herein.
- C. Disposal of demolished materials in accordance with the appropriate material classification.
- D. All work shall be performed in compliance with the regulatory permits.
- E. Protection of existing features and facilities to remain.

1.3 REFERENCES

- A. California Standard Test for Hazardous Metals
 - 1. California Title 22 section 66261.24, also known as CAM-17 (California Administrative Manual)
- B. Bay Area Air Quality Management District (BAAQMD)

1. Demolition Notification Form (if needed due to presence of ACM); see Appendix B at the end of this Section.

1.4 SUBMITTALS

- A. Work Plan: Submit a proposed Work Plan that will describe, at a minimum the following:
 1. Equipment, personnel, and materials to be employed.
 2. Schedule of work conforming to the requirements of the regulatory permits.
 3. Hazardous materials survey and testing methods, schedule, and list of subcontractors and/or testing laboratories to be used.
 4. Means and methods to be used during demolition work operations.
 5. Debris containment system to be used to prevent debris from entering the water.
 6. Floating boom system to provide perimeter containment of incidental floatable materials.
 7. Haul routes, including location of transfer of materials from floating equipment to land.
 8. Disposal landfill sites to be used for each type of material classification.
 9. Dust and noise abatement measures to be used.
 10. Stormwater BMPs to be used.
 11. Spill Prevention Plan including spill prevention, detection, monitoring, and cleanup procedures.
- B. Submit Work Plan for review a minimum of 2 weeks prior to the start of demolition operations

1.5 JOB CONDITIONS

- A. Protection: Conduct operations to prevent damage or injury to adjacent buildings, structures, improvements, and other facilities; ensure public safety and safety for Contractor personnel.
- B. Refer to General Conditions for related paragraphs concerning safety precautions and operations for construction.
- C. Explosives: The use of explosives will not be permitted.
- D. Burning of the pier and demolished pier materials will not be permitted.
- E. Salvage of demolished materials may be done at Contractor's option in accordance with permit requirements and as approved by the Owner.
- F. Promptly repair damage to any adjacent facilities caused by demolition operations at no cost to the Owner.
- G. Contractor Staging Area and Work Area: The staging area is shown on the Drawings. The Contractor shall identify on the Work Plan the location of proposed material transfer from floating equipment to land-based equipment.
- H. Utility Services:
 1. Contractor shall arrange with the utility provider to shut off utilities if necessary.
 2. Cap and seal utility pipe or conduit to remain per utility provider requirements.

1.6 PERMITS

- A. Permits for the project have been issued by the following regulatory agencies:
 - 1. California Coastal Commission (CCC) – Coastal Development Permit Waiver
 - 2. San Francisco Bay Regional Water Quality Control Board (RWQCB) – Section 401 Water Quality Certification and Waste Discharge Requirements
 - 3. U.S. Army Corp of Engineers (Corps) – Nationwide Permit
- B. Obtain all other necessary permits for the demolition work.

1.7 SPECIAL ZONES

- A. The Contractor shall be aware of all special zones and work restrictions that must be observed during demolition operations. The Contractor shall review the permits describing the special zones, which includes those listed below:
 - 1. Exclusion Zone for marine mammals and sea turtles.
 - 2. Active nesting buffer zone for Federal and/or State listed bird species.
 - 3. Safety Zone
 - 4. Sensitive Resource Zone

PART 2 - PRODUCTS

2.1 DEBRIS CONTAINMENT

- A. A continuous debris containment system suitable for preventing demolished materials from entering the water. Debris containment system shall be:
 - 1. Tightly woven netting suspended above the water;
 - 2. Rafts or floats;
 - 3. A combination of the two systems.
- B. A marine-grade floating boom shall contain floatable material that inadvertently enters the water.

PART 3 - EXECUTION

3.1 ENVIRONMENTAL SURVEYS

- A. Perform surveys for special status species and nesting birds not less than 30 days prior to commencement of demolition activities in accordance with the regulatory permits. Submit the results within two weeks of completing the survey.

3.2 HAZARDOUS MATERIAL SURVEY

- A. Perform hazardous material survey and classification in accordance with the approved Work Plan.

3.3 PREPARATION

- A. Examine the work area to verify the following:
 - 1. Required access and utility disconnection procedure if required.

2. Utilities outside the demolition limits to remain are not disturbed or damaged.
3. Existing conditions are as generally represented by the contract documents.
4. Work site has been vacated and readied for work.
5. Planned sequence of work fits actual field conditions.

3.4 PUBLIC ACCESS

- A. Lay out and stage work at job site in order to maintain public access to the shore at all times. Provide flaggers, signage, and other safety measures when debris and equipment are being transported to and operating on the beach as shown or described in the approved Work Plan.

3.5 STORMWATER CONTROL

- A. Install stormwater BMPs such as silt fences or equivalent devices at the perimeter of the staging and equipment areas to prevent runoff or sediment from entering the coastal waters.

3.6 DEBRIS CONTAINMENT

- A. The debris containment system shall be in place prior to start of demolition work in the active work area and shall remain until completion of demolition work in the active work area.

3.7 DEMOLITION

- A. Remove/demolish and dispose of the entire pier structure including piles, pile caps, beams/stringers, decking, railings, utilities, building structures, including materials on the pier and within the pier structures, as shown on the Drawings and in accordance with the approved Work Plan.
- B. Demolition shall be done in a systematic manner in accordance with the approved Work Plan.
- C. Piles shall be extracted in a manner to remove the entire pile intact. Damaged piles that cannot be extracted shall be cut off or broken off below the mudline in accordance with the permit conditions.
- D. Notify the Owner of existing conditions which are not noted or shown on the plans or described herein. Protect such facilities until further direction is received from the Owner. Additional work required due to unforeseen conditions shall be performed as directed by the Owner and will be paid for as extra work in accordance with the General Conditions.

3.8 HAZARDOUS MATERIAL DEMOLITION

- A. Demolish hazardous materials in accordance with the approved Work Plan.
- B. Transport demolished hazardous material to the appropriate landside facility for disposal as described in the approved Work Plan.
- C. Verify that hazardous materials have been cleared in accordance with the approved Work Plan.
- D. Stop demolition work immediately and notify the Owner when unforeseen suspected hazardous material is encountered during course of work.

3.9 ENVIRONMENTAL PROTECTION

- A. Sound levels shall be monitored underwater during pile removal activities to ensure conformance with NOAA criteria as per the conditions of the regulatory permits. Records of the monitored sound levels shall be submitted to the Owner on a weekly basis.
- B. Prevent spillage along haul routes. All costs for cleanup and damage resulting from the Contractor's haul truck or barge spillage shall be borne by the Contractor.
- C. Provide biological monitor(s) to perform the following tasks during all demolition activities that occur in or over the water in accordance with the project permits:
 - 1. Identify marine mammals and leatherback sea turtles
 - 2. Ensure requirements for Exclusion Zone, Safety Zone, Nesting Buffer Zone, and Sensitive Resource Zone are upheld.
 - 3. Document all observations of marine mammals within the Safety Zone.
 - 4. Ensure protection of all special status species and their habitats.
- D. Vessel speeds shall be limited to 2 knots for the barge and 3-5 knots for support vessels within the Harbor (outer breakwater) limits.
- E. Document and monitor for found historical or cultural artifacts and remains in accordance with the regulatory permits.

3.10 DISPOSAL

- A. All debris shall be promptly removed and disposed of offsite legally by the Contractor in accordance with the approved Work Plan.
- B. Each class of hazardous materials shall be disposed of in accordance with the approved Work Plan.

3.11 FINAL CLEAN-UP

- A. Remove all equipment, debris, and rubbish from the property.
- B. During progress of this Work, maintain the site in a presentable condition. Clean up spillage and debris at the site and on haul routes and public roads.
- C. Promptly repair any items damaged during the progress of this work, including any damage to pavement, sidewalks, haul routes, public roads, or adjacent ground caused by transporting materials or equipment.
- D. All debris resulting from work shall become property of the Contractor.

END OF SECTION

APPENDIX A

Laboratory Test Results



Curtis & Tompkins, Ltd.
Analytical Laboratories, Since 1878





Curtis & Tompkins, Ltd., Analytical Laboratories, Since 1878

2323 Fifth Street, Berkeley, CA 94710, Phone (510) 486-0900

Laboratory Job Number 269050
ANALYTICAL REPORT

Moffatt & Nichol


Project : 8281-02
Location : Romeo Pier
Level : II

Sample ID
EXTERIOR SIDING

Lab ID
269050-001

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the following signature. The results contained in this report meet all requirements of NELAC and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Signature: _____


Mikelle Chong
Project Manager
mikelle.chong@ctberk.com

Date: 08/21/2015

CA ELAP# 2896, NELAP# 4044-001

CASE NARRATIVE

Laboratory number: 269050
Client: Moffatt & Nichol
Project: 8281-02
Location: Romeo Pier
Request Date: 08/14/15
Samples Received: 08/14/15

This data package contains sample and QC results for one siding sample, requested for the above referenced project on 08/14/15. The sample was received intact.

Metals (EPA 6010B and EPA 7471A):

No analytical problems were encountered.

CHAIN OF CUSTODY



ENVIRONMENTAL ANALYTICAL TESTING LABORATORY
In Business Since 1878
 2323 Fifth Street
 Berkeley, CA 94710
 Phone (510) 486-0900
 Fax (510) 486-0532

Page ___ of ___
 Chain of Custody # _____

C&T LOGIN # 269050

Project No: 8281-02 Sampler: _____
 Project Name: Romeo Picn Report To: Brid Porter
 Project P. O. No.: _____ Company: Mottatt Nichol
 EDD Format: RUSH Report Level: II III IV Telephone: 925 9442411
 Turnaround Time: Standard Standard Email: bporter@mottattnichol.com

ANALYTICAL REQUEST

Lab No.	Sample ID.	Date Collected	Time Collected	MATRIX	Water	Solid	# of Containers	CHEMICAL PRESERVATIVE	HCl	H2SO4	HNO3	NaOH	None
	Exterior Siding	2014											

RECEIVED BY: CPM DATE: 8/14 TIME: 12:55
 DATE: _____ TIME: _____
 DATE: _____ TIME: _____

RELINQUISHED BY: [Signature] DATE: 8/14 TIME: 12:55
 DATE: _____ TIME: _____
 DATE: _____ TIME: _____

Notes: Paid \$150

SAMPLE RECEIPT
 Intact
 Cold
 On Ice
 Ambient

COOLER RECEIPT CHECKLIST



Login # 269050 Date Received 8/14/15 Number of coolers 0
Client Maffett & Nichol Project Romeo Per

Date Opened 8/14 By (print) BL (sign) [Signature]
Date Logged in 8/15 By (print) SL (sign) [Signature]

1. Did cooler come with a shipping slip (airbill, etc) YES NO
Shipping info

2A. Were custody seals present? ... YES (circle) on cooler on samples X NO
How many Name Date

2B. Were custody seals intact upon arrival? YES NO N/A

3. Were custody papers dry and intact when received? YES NO

4. Were custody papers filled out properly (ink, signed, etc)? YES NO

5. Is the project identifiable from custody papers? (If so fill out top of form) YES NO

6. Indicate the packing in cooler: (if other, describe)

- Bubble Wrap, Cloth material, Foam blocks, Cardboard, Bags, Styrofoam, None, Paper towels

7. Temperature documentation: * Notify PM if temperature exceeds 6°C
Type of ice used: Wet, Blue/Gel, X None Temp(°C)

Samples Received on ice & cold without a temperature blank; temp. taken with IR gun

Samples received on ice directly from the field. Cooling process had begun

8. Were Method 5035 sampling containers present? YES NO
If YES, what time were they transferred to freezer?

9. Did all bottles arrive unbroken/unopened? YES NO

10. Are there any missing / extra samples? YES NO

11. Are samples in the appropriate containers for indicated tests? YES NO

12. Are sample labels present, in good condition and complete? YES NO

13. Do the sample labels agree with custody papers? YES NO

14. Was sufficient amount of sample sent for tests requested? YES NO

15. Are the samples appropriately preserved? YES NO N/A

16. Did you check preservatives for all bottles for each sample? YES NO N/A

17. Did you document your preservative check? YES NO N/A

18. Did you change the hold time in LIMS for unpreserved VOAs? YES NO N/A

19. Did you change the hold time in LIMS for preserved terracores? YES NO N/A

20. Are bubbles > 6mm absent in VOA samples? YES NO N/A

21. Was the client contacted concerning this sample delivery? YES NO
If YES, Who was called? By Date:

COMMENTS

Blank lines for handwritten comments.

Detections Summary for 269050

Results for any subcontracted analyses are not included in this summary.

 Client : Moffatt & Nichol
 Project : 8281-02
 Location : Romeo Pier

Client Sample ID : EXTERIOR SIDING Laboratory Sample ID : 269050-001

Analyte	Result	Flags	RL	Units	Basis	IDF	Method	Prep Method
Antimony	25		0.51	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Arsenic	9.6		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Barium	36		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Cadmium	1.9		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Chromium	27		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Cobalt	44		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Copper	28		0.26	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Lead	22,000		25	mg/Kg	As Recd	100.0	EPA 6010B	EPA 3050B
Mercury	29		0.85	mg/Kg	As Recd	50.00	EPA 7471A	METHOD
Molybdenum	1.1		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Nickel	2.7		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Thallium	1.1		0.51	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Vanadium	5.6		0.25	mg/Kg	As Recd	1.000	EPA 6010B	EPA 3050B
Zinc	37,000		100	mg/Kg	As Recd	100.0	EPA 6010B	EPA 3050B

California Title 22 Metals			
Lab #:	269050	Project#:	8281-02
Client:	Moffatt & Nichol	Location:	Romeo Pier
Field ID:	EXTERIOR SIDING	Basis:	as received
Lab ID:	269050-001	Sampled:	08/14/15
Matrix:	Miscell.	Received:	08/14/15
Units:	mg/Kg		

Analyte	Result	RL	Diln Fac	Batch#	Prepared	Analyzed	Prep	Analysis
Antimony	25	0.51	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Arsenic	9.6	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Barium	36	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Beryllium	ND	0.10	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Cadmium	1.9	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Chromium	27	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Cobalt	44	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Copper	28	0.26	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Lead	22,000	25	100.0	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Mercury	29	0.85	50.00	226311	08/20/15	08/20/15	METHOD	EPA 7471A
Molybdenum	1.1	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Nickel	2.7	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Selenium	ND	0.51	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Silver	ND	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Thallium	1.1	0.51	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Vanadium	5.6	0.25	1.000	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B
Zinc	37,000	100	100.0	226248	08/18/15	08/19/15	EPA 3050B	EPA 6010B

ND= Not Detected
 RL= Reporting Limit

Batch QC Report

California Title 22 Metals			
Lab #:	269050	Location:	Romeo Pier
Client:	Moffatt & Nichol	Prep:	EPA 3050B
Project#:	8281-02	Analysis:	EPA 6010B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC799997	Batch#:	226248
Matrix:	Soil	Prepared:	08/18/15
Units:	mg/Kg	Analyzed:	08/18/15

Analyte	Result	RL
Antimony	ND	0.50
Arsenic	ND	0.25
Barium	ND	0.25
Beryllium	ND	0.10
Cadmium	ND	0.25
Chromium	ND	0.25
Cobalt	ND	0.25
Copper	ND	0.25
Lead	ND	0.25
Molybdenum	ND	0.25
Nickel	ND	0.25
Selenium	ND	0.50
Silver	ND	0.25
Thallium	ND	0.50
Vanadium	ND	0.25
Zinc	ND	1.0

ND= Not Detected

RL= Reporting Limit

Batch QC Report

California Title 22 Metals			
Lab #:	269050	Location:	Romeo Pier
Client:	Moffatt & Nichol	Prep:	EPA 3050B
Project#:	8281-02	Analysis:	EPA 6010B
Matrix:	Soil	Batch#:	226248
Units:	mg/Kg	Prepared:	08/18/15
Diln Fac:	5.000	Analyzed:	08/18/15

Type: BS Lab ID: QC799998

Analyte	Spiked	Result	%REC	Limits
Antimony	50.00	45.07	90	80-120
Arsenic	50.00	48.96	98	80-120
Barium	50.00	45.05	90	80-120
Beryllium	50.00	45.22	90	80-120
Cadmium	50.00	50.97	102	80-120
Chromium	50.00	47.57	95	80-120
Cobalt	50.00	44.11	88	80-120
Copper	50.00	43.05	86	80-120
Lead	50.00	45.52	91	80-120
Molybdenum	50.00	45.84	92	80-120
Nickel	50.00	44.69	89	80-120
Selenium	50.00	46.39	93	80-120
Silver	50.00	44.43	89	80-120
Thallium	50.00	43.81	88	80-120
Vanadium	50.00	48.63	97	80-120
Zinc	50.00	49.30	99	80-120

Type: BSD Lab ID: QC799999

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
Antimony	50.00	50.69	101	80-120	12	20
Arsenic	50.00	55.01	110	80-120	12	20
Barium	50.00	50.67	101	80-120	12	20
Beryllium	50.00	51.28	103	80-120	13	20
Cadmium	50.00	57.13	114	80-120	11	20
Chromium	50.00	53.48	107	80-120	12	20
Cobalt	50.00	49.75	100	80-120	12	20
Copper	50.00	48.64	97	80-120	12	20
Lead	50.00	51.11	102	80-120	12	20
Molybdenum	50.00	51.81	104	80-120	12	20
Nickel	50.00	50.20	100	80-120	12	20
Selenium	50.00	52.37	105	80-120	12	20
Silver	50.00	49.77	100	80-120	11	20
Thallium	50.00	49.80	100	80-120	13	20
Vanadium	50.00	54.89	110	80-120	12	20
Zinc	50.00	55.45	111	80-120	12	20

RPD= Relative Percent Difference

Batch QC Report

California Title 22 Metals			
Lab #:	269050	Location:	Romeo Pier
Client:	Moffatt & Nichol	Prep:	EPA 3050B
Project#:	8281-02	Analysis:	EPA 6010B
Field ID:	ZZZZZZZZZZ	Batch#:	226248
MSS Lab ID:	269090-005	Sampled:	08/12/15
Matrix:	Soil	Received:	08/18/15
Units:	mg/Kg	Prepared:	08/18/15
Basis:	as received	Analyzed:	08/18/15
Diln Fac:	5.000		

Type: MS Lab ID: QC800000

Analyte	MSS Result	Spiked	Result	%REC	Limits
Antimony	<0.7627	49.50	22.83	46	15-120
Arsenic	2.670	49.50	45.43	86	69-120
Barium	97.00	49.50	121.4	49	35-154
Beryllium	0.6020	49.50	42.24	84	75-120
Cadmium	<0.1301	49.50	45.14	91	71-120
Chromium	20.15	49.50	60.20	81	57-133
Cobalt	1.788	49.50	40.70	79	56-125
Copper	2.596	49.50	40.53	77	54-144
Lead	2.898	49.50	42.46	80	53-125
Molybdenum	<0.2492	49.50	38.38	78	66-120
Nickel	11.34	49.50	51.18	80	44-141
Selenium	<0.8149	49.50	39.99	81	61-120
Silver	<0.2034	49.50	38.62	78	69-120
Thallium	<0.7165	49.50	38.33	77	59-120
Vanadium	11.13	49.50	52.28	83	52-144
Zinc	10.92	49.50	53.73	86	45-145

Type: MSD Lab ID: QC800001

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
Antimony	50.00	25.38	51	15-120	10	41
Arsenic	50.00	48.63	92	69-120	6	35
Barium	50.00	133.2	72	35-154	9	36
Beryllium	50.00	43.64	86	75-120	2	20
Cadmium	50.00	47.70	95	71-120	5	25
Chromium	50.00	63.19	86	57-133	4	33
Cobalt	50.00	43.77	84	56-125	6	36
Copper	50.00	42.84	80	54-144	5	38
Lead	50.00	45.51	85	53-125	6	42
Molybdenum	50.00	41.55	83	66-120	7	20
Nickel	50.00	52.81	83	44-141	2	39
Selenium	50.00	42.65	85	61-120	5	33
Silver	50.00	40.48	81	69-120	4	22
Thallium	50.00	41.63	83	59-120	7	27
Vanadium	50.00	55.02	88	52-144	4	29
Zinc	50.00	57.35	93	45-145	6	39

RPD= Relative Percent Difference

Batch QC Report

California Title 22 Metals			
Lab #:	269050	Location:	Romeo Pier
Client:	Moffatt & Nichol	Prep:	METHOD
Project#:	8281-02	Analysis:	EPA 7471A
Analyte:	Mercury	Diln Fac:	1.000
Type:	BLANK	Batch#:	226311
Lab ID:	QC800228	Prepared:	08/20/15
Matrix:	Soil	Analyzed:	08/20/15
Units:	mg/Kg		

Result	RL
ND	0.017

ND= Not Detected
 RL= Reporting Limit

Batch QC Report

California Title 22 Metals			
Lab #:	269050	Location:	Romeo Pier
Client:	Moffatt & Nichol	Prep:	METHOD
Project#:	8281-02	Analysis:	EPA 7471A
Analyte:	Mercury	Batch#:	226311
Matrix:	Soil	Prepared:	08/20/15
Units:	mg/Kg	Analyzed:	08/20/15
Diln Fac:	1.000		

Type	Lab ID	Spiked	Result	%REC	Limits	RPD	Lim
BS	QC800229	0.2083	0.2031	98	80-120		
BSD	QC800230	0.2083	0.2099	101	80-120	3	20

RPD= Relative Percent Difference

Batch QC Report

California Title 22 Metals			
Lab #:	269050	Location:	Romeo Pier
Client:	Moffatt & Nichol	Prep:	METHOD
Project#:	8281-02	Analysis:	EPA 7471A
Analyte:	Mercury	Diln Fac:	1.000
Field ID:	ZZZZZZZZZZ	Batch#:	226311
MSS Lab ID:	269086-001	Sampled:	08/17/15
Matrix:	Soil	Received:	08/18/15
Units:	mg/Kg	Prepared:	08/20/15
Basis:	as received	Analyzed:	08/20/15

Type	Lab ID	MSS Result	Spiked	Result	%REC	Limits	RPD	Lim
MS	QC800231	0.009440	0.2232	0.2322	100	69-142		
MSD	QC800232		0.2232	0.2310	99	69-142	1	36

RPD= Relative Percent Difference

APPENDIX B

BAAQMD Demolition Notification Form (if needed)



DEMOLITION REGULATION 11, Rule 2

Notification Form

For Office Use Only

J# _____
I# _____

Site of Demolition

Site Address: _____ Cross Street: _____
 City: _____ Zip: _____
 Owner/Operator _____ Phone () _____
 Specific Location of Project within Building/Address: _____
 Check One: Single Family Dwelling Commercial Multifamily Dwelling Govt Bldg School

Contractor/Individual Performing Demolition

Name: Company/Individual _____ Contact: _____
 Mailing Address: _____
 City: _____ Zip: _____ Phone: () _____
 Have you previously submitted notifications for other sites? Yes No

Description of Demolition

Is this Demolition by Fire for Fire Training purposes? yes No
 Is this Demolition ordered by a Government Agency? yes No
(Emergency only – attach copy of order)
 If not Demolition for Fire Training, check applicable method:
 Heavy Equipment Implosion By Hand Other _____
 Dates of Demolition: (*Actual* dates must be entered, "ASAP" or "SOON" will be rejected.)
 Start: _____ Completion: _____ Weekend Work? Night Work (*After 5 PM*)?

Asbestos Survey Report

Name of company that conducted survey: _____
 Address: _____
 City: _____ Zip: _____ Phone: () _____
 Name of person who completed the survey: _____ CAC/SST #: _____
 Is /was asbestos present? Yes No
 If yes, who will remove/has removed prior to demo? _____

Form Preparation Information

This form prepared by: _____ Title: _____
 Name: Company/Individual _____ Phone: () _____
 Address: _____ City: _____ State: _____ Zip: _____

See Page Two to Complete This Form

www.baaqmd.gov

Required Information

Payment must be received before J# will be assigned. See Schedule L of Regulation 3 for appropriate fees.

Payment type: Check Cashier's Check Money Order Credit/ Debit Card* (American Express, Discover, Visa, MasterCard or Debit Card) (**payments, other than credit card payment, must be mailed or delivered to: 375 Beale Street, Suite 600, San Francisco, CA 94105**)

I certify that the above information is correct and that I will comply with all of the requirements of the BAAQMD's regulations, as well as all other applicable federal, state and local requirements.

Signature of Contractor or Person Performing Demolition: _____

Form: 1102_demolition_061616

GENERAL INFORMATION

- ◆ This notification form shall be used to notify the BAAQMD of a **demolition** operation only. Notification is required for every demolition. All boxes must be completed. Notifications may be faxed to (415) 749-4658. *To make credit or debit card payment, go to www.baaqmd.gov/payments to pay on-line. Credit card forms will no longer be accepted. **Job numbers will not be issued until applicable fees are received.**
- ◆ Notification shall be provided to the District at least 10 working days prior to commencement of demolition, or as early as possible prior to commencement of emergency demolition. The notification period will not start until a complete notification is submitted (see above).
- ◆ An Acknowledgement Letter is mailed to the contractor/person listed within 3-5 days of receipt of a complete notification. This should be checked for accuracy of data.
- ◆ If the job is postponed or cancelled, the District **must** be notified of a revision; the Acknowledgement Letter should be used to fax or mail the revision information. When cancelled, a cancellation fee will apply.
- ◆ For specifically-defined "Emergency" conditions, the 10 working day period will be waived. Notification must be made by fax, and the job number will be issued if accompanied with a faxed copy of a valid check, cashier's check or money order.
- ◆ For 4 or fewer unit residences, the 10 working day period may be reduced to 72 hours for an additional fee.

INSTRUCTIONS

- ◆ **SPECIFIC LOCATION OF PROJECT:** Identify where the demolition is taking place if the site contains more than one building.
- ◆ **START AND COMPLETION DATES:** The start date is the date on which demolition of the facility or structure commences. Any revision to the start or completion dates must be submitted prior to the previously notified date(s). Under no circumstances may the revised start date be earlier than the 10th working day following the postmark or fax date of the original notification. If the start date is unknown, enter an estimated start date and revise the notification when the actual start date is known, but not later than the estimated start date.
- ◆ **FIRE TRAINING:** Reg. 11-2-206 includes "intentional burning" in the definition of demolition. Notification is required, the 10 working day requirement must be met and all Asbestos-Containing Material (ACM) >1% must be removed prior to fire training. The District's Open Burning Notification form must also be filed and the applicable requirements of Regulation 5 must be met.
- ◆ **SURVEY REPORT:** Provide information showing that prior to commencement of the demolition, a survey was performed to determine the presence of Regulated ACM (RACM). Indicate if there was/was not suspected ACM.
- ◆ **GOVERNMENT ORDERED DEMOLITION:** If an "Emergency" demolition (see above) is the result of a state or local agency declaring the building a public nuisance or structurally unsound and in danger of imminent collapse, a copy of the written order must accompany this notification.

FEES APPLICABLE TO DEMOLITION OPERATIONS (FROM REGULATION 3, SCHEDULE L)

Demolition **conducted at a single family dwelling** is subject to the following fee:

OPERATION FEE: \$90

Cancellation: \$90 (100% of fee) non-refundable, for notification processing.

Demolition **conducted at a single family dwelling or multiple family dwelling with four or fewer units with 72 hours instead of 10 days prior notice (excluding emergencies)** is allowed upon payment of the following **additional** fee:

OPERATION FEE: \$619

Demolition, **other than those conducted at a single family dwelling**, is subject to the following fee:

OPERATION FEE: \$372

Cancellation: \$248 of above amount non-refundable for notification processing.

Demolition conducted for the purpose of **fire training** is exempt from fee.

SURVEY REQUIREMENTS FOR DEMOLITION OPERATION (FROM REGULATION 11, RULE 2)

303.8 Surveys: Except for ordered demolitions, prior to commencement of any demolition or renovation, the owner or operator shall thoroughly survey the affected structure or portion thereof for the presence of asbestos-containing material, including Category I and Category II nonfriable asbestos-containing material. The survey shall be performed by a person who is certified by the Division of Occupational Safety and Health, and who has taken and passed an EPA-approved Building Inspector course and who conforms to the procedures outlined in the course. The survey shall include sampling and the results of laboratory analysis of the asbestos content of all suspected asbestos-containing materials. This survey shall be made available, upon request by the APCO, prior to the commencement of any RACM removal or any demolition. This subsection shall not apply if the owner or operator asserts that the material to be renovated is RACM and will be handled in accordance with the provisions of Sections 11-2-303, 304 and 401. The requirement for certification by the Division of Occupational Safety and Health shall not apply to in-house health professionals within a specific nonasbestos related company who perform occasional surveys only for that company as part of their regular job responsibilities

8.1 When a structure, or portion thereof, is demolished under an ordered demolition, the survey must be done prior to, during, or after the demolition but prior to loading or removal of any demolition debris. If the debris contains regulated asbestos-containing material, all of the debris shall be treated as asbestos-containing waste material pursuant to Section 11-2-304.

8.2 For renovation or demolition of residential buildings having four or fewer dwelling units, a survey is not required. A sample and test of the material will be required only when any of the following will be removed or disturbed: heating, ventilation, air conditioning ducting and systems; acoustic ceiling material or acoustic plaster; textured or skim coated wall surfaces, cement siding or stucco, or resilient flooring. Where the material is found to contain greater than 1 percent asbestos and is friable, the material must be handled in accordance with Section 11-2-303.

6/2016

SAN MATEO COUNTY HARBOR DISTRICT

**CONTRACT NO. 2017-03
ROMEO PIER DEMOLITION**

BID FORM

**TO: SAN MATEO COUNTY HARBOR DISTRICT
EL GRANADA, CA**

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof, and binds itself on award by the San Mateo County Harbor District under this bid to execute a contract in accordance with its bid, the bid documents and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, and Addenda, if any, are made a part of this bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

Bids below include all applicable charges, including labor, insurance, bonding, and other costs necessary for the furnishing of all equipment and the performance of all services called for under the Contract. Prices quoted shall include all sales or use taxes.

BIDDER SHALL SUBMIT QUOTES FOR ALL ITEMS

**CONTRACT NO. 2017-03
ROMEO PIER DEMOLITION**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization & Demobilization	Lump Sum	1	\$	\$
2	Remove Pier Buildings & Structures	Lump Sum	1	\$	\$
3	Remove Miscellaneous Debris	Lump Sum	1	\$	\$
4	Remove Pier	Lump Sum	1	\$	\$
5	Disposal of Demolished Material – Pier Buildings & Structures	Ton	35	\$	\$
6	Disposal of Miscellaneous Debris	Ton	10	\$	\$
7	Disposal of Demolished Material – Pier Deck and Stringers	Ton	180	\$	\$
8	Disposal of Demolished Material – Timber Piles	Ton	340	\$	\$
9	Debris Containment System	Lump Sum	340	\$	\$
TOTAL BID PRICE					\$

The Bid Form must be signed below in accordance with the General Conditions and Special Provisions. Bids submitted in any other form will be considered non-responsive and may be rejected.

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone Number: _____ Facsimile Number: _____

E-Mail Address: _____

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract proposal with full authority to do so.

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of _____

* If the Bidder is a corporation, this Bid Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Bid Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so:

Joint Venture Name composed of: _____

By _____ Title _____

By _____ Title _____

DOCUMENTS TO ACCOMPANY BID:

_____ The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Special Provision 1.10, in an amount equal to at least ten percent (10%) of the Total Bid Price

_____ Certificate of Insurance in accordance with Special Provision 4.1.C

_____ List of Subcontractors

_____ Acknowledgment of Addenda, if any

_____ Qualification Questionnaire

_____ Proof of DIR Registration in accordance with Special Provision 5.15

_____ Non-Collusion Declaration

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the District, in the sum of _____ (\$ _____) being at least ten percent (10%) of the total amount of the bid of the Principal above named for **CONTRACT NO. 2017-03, Romeo Pier Demolition**, for the payment of which sum in lawful money of the United States, well and truly to be made to the District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and Judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated _____ 2017.

Principal:

By: _____

(SEAL)

By: _____

Surety:

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

By: _____

By: _____

Note: Signatures of those executing for surety must be properly notarized.

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER								
PRODUCER - S A M P L E -		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.											
INSURED NAMED INSURED AND ADDRESS		COMPANIES AFFORDING COVERAGE											
		COMPANY A											
		COMPANY B											
		COMPANY C											
		COMPANY D											
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.													
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">WC STATUTORY LIMITS</td> <td style="width: 40%; text-align: center;">OTHER</td> </tr> <tr> <td colspan="2">EL EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">EL DISEASE-POLICY LIMIT \$</td> </tr> <tr> <td colspan="2">EL DISEASE-EACH EMPLOYEE \$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT \$		EL DISEASE-POLICY LIMIT \$		EL DISEASE-EACH EMPLOYEE \$	
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT \$													
EL DISEASE-POLICY LIMIT \$													
EL DISEASE-EACH EMPLOYEE \$													
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$								
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS													
CERTIFICATE HOLDER			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.										
			BY: CATEGORY ____										
					VALID AS OF: _____								

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's proposal.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

ROMEO PIER DEMO PROJECT
ACKNOWLEDGMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of the following addenda, if issued, to the Bid Documents. If none received, write "None Received".

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Signature: _____

Print Name: _____

Title: _____

**QUALIFICATION QUESTIONNAIRE AND
FINANCIAL STATEMENT WITH BUSINESS REFERENCES**

Name of Applicant or Firm () Telephone

()
Facsimile

Street Address (NOTE: If using a P.O. Box, please list both P.O. Box No. AND Street Address)

City, State, Zip

Date Submitted:

Fiscal Year Ending:

The above applicant or firm is:

A parent firm of: _____

A subsidiary division of: _____

1. How many years has your organization been in business as a contractor under your present name?

2. How many years' experience:

a) As a prime contractor: _____

b) As a subcontractor: _____

3. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? _____

Registration No.: _____ Registration expiration date: _____

****BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>****

4. List below at least three contracts your organization has performed in the last five years involving the demolition of structures in a marine environment.

CONTRACT \$ AMOUNT	PERCENT COMPLETED	CONTRACTING AGENCY AND ADDRESS, NAME AND PHONE OF OWNER/AGENCY REPRESENTATIVE

(Use separate sheet if more listing space is needed.)

5. Have you ever failed to complete any work awarded to you, or have you ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation?

() Yes () No

If so, where and why? _____

6. The Contractor shall dispose of any hazardous wastes under its own EPA generator number. Please provide your EPA Generator Number:

7. What is the construction experience of the principal officers and key employees (including superintendents) of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY

8. List facilities that are available for anticipated work. (In Column 3, indicate ownership status of equipment and facilities if available: O-Own, L-Lease.)

QTY.	ITEM (DESCRIPTION, SIZE, CAPACITY, ETC.)	OWNERSHIP	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

9. Give information below about all your contract work underway or to which you are committed.

TYPE OF WORK	LOCATION	VALUE	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	FOR WHOM PERFORMED

10. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work.

NAME	ADDRESS	BUSINESS

REFERENCES

1. Please list 3 bank references familiar with the Bidder's accounts:

- a) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

- b) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

- c) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

**NON-COLLUSION DECLARATION TO 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]."

Signature of Bidder

Title

Date

SAMPLE CONTRACT

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, by and between SAN MATEO COUNTY HARBOR DISTRICT (referred to as "District") and _____ (referred to as "Contractor").

The Contractor and the District, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall furnish the District all the labor, materials and equipment required to complete the work more particularly described in the specifications approved by the District entitled:

**CONTRACT NO. 2017-03
ROMEO PIER DEMOLITION**

and which are appended hereto and made part of the Contract.

The Contractor shall perform the following work listed on the Bid Form.

The District has the right to inspect the ongoing installation process on a daily basis, if necessary, and there will be a final inspection by a District representative.

2. **Time of Performance.** The Contractor shall begin work upon issuance of the Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements to completion within ninety (90) days of the issuance of the Notice to Proceed, as provided in the Specifications.
3. **Contract Price.** The Contractor shall faithfully perform each and every item required of it in this Contract for the sum of _____ Dollars (\$ _____), which includes all applicable charges, including taxes, freight and delivery charges, insurance and all other costs necessary for the furnishing of all material and the performance of all the services called for under the Contract. Payments to Contractor shall be made at the time and in the manner provided in the Contract.
4. **Term of Contract.** The term of this Contract shall commence upon District's issuance of a Notice to Proceed. Following District's final acceptance of the demolition of Romeo Pier, all work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance.

5. **Component Parts.** This Contract shall consist of the following documents, each of which is on file in the Office of the Secretary and all of which are incorporated herein and made a part hereof by reference thereto:
- A. Contract
 - B. Bid Documents: Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions and Technical Specifications
 - C. Bid Form (As Accepted by the District)
 - E. Addenda No. _____ to _____
 - F. Performance Bond
 - G. Payment Bond
 - H. Insurance Certificates
6. **Service Notice.** Any notice required or permitted to be given by this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its proposal, and in the case of the District, at PO Box 1449, El Granada, CA, 94018, or at any other address which either party may subsequently designate in writing to the other party.
7. **Publicity.** The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.
8. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No. _____ Facsimile No. _____

If SOLE OWNER, sign here:

I sign as sole owner of the business named above.

If PARTNERSHIP, sign here:

The undersigned certify that they are partners in the business named above and that they sign this contract bid proposal with full authority to do so (One or more partners sign).

If CORPORATION OR LLC, execute here:

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Entity name: _____

By: _____ Title: _____

* By: _____ Title: _____

Incorporated under the laws of the State of: _____

** If the Contractor is a corporation, this Contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)*

If JOINT VENTURE, Sign Here:

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Joint Venture Name Composed of: _____

By: _____ Title _____ :

By: _____ Title _____ :

Incorporated under the laws of the State of: _____

FOR THE SAN MATEO COUNTY HARBOR DISTRICT:

General Manager

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE SAN MATEO COUNTY HARBOR DISTRICT, (hereinafter referred to as "District") has entered into a Contract with _____ (hereinafter referred to as "Principal") for the **CONTRACT NO. 2017-03, Romeo Pier Demolition** ("Contract"); and

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

NOW, THEREFORE, we, the Principal, and _____, as Surety are held and firmly bound unto the District, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being a sum equal to one hundred percent (100%) of the total amount payable under the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be removed; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the District for all costs the District incurs in completing the Contract,

including consequential damages and costs associated with resoliciting the Contract, if applicable, negotiation, and completion of the project, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2017 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2017 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the San Mateo County Harbor District (District), hereinafter called the OBLIGEE, or order in the sum of _____ (\$ _____ .00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for **CONTRACT NO. 2017-03, Romeo Pier Demolition** and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein.

SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this _____ day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____

On _____, 2017 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2017 before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.