

**INVITATION FOR BIDS  
CONTRACT No. 2019-03**

**for**

***PILLAR POINT HARBOR BOAT LAUNCH  
RAMP DREDGING***

## 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, 2<sup>nd</sup> Floor, El Granada, CA 94018, on **May 01, 2019, by 2:00 p.m., Pacific Standard Time**, at which time bids will be publicly opened and read for the following:

### CONTRACT NO. 2019-03 Pillar Point Harbor Boat Launch Ramp Dredging

The District seeks bids for **dredging of sediment that has accumulated on and adjacent to the Pillar Point Harbor boat launch ramps**. Dredging shall be performed using land-based equipment (e.g. long-reach excavator). Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked "**CONTRACT NO. 2019-03 Pillar Point Harbor Launch Ramp Maintenance Dredging**" and plainly endorsed with Bidder's name and address.

Bidders bidding as the prime contractor must possess a valid State of California 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 recommended pre-bid conference and site visit will be held prior to the date of bid opening. District staff and consultants 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 **April 8, 2019 at 10:30 AM** at 1 Johnson Pier, Half Moon Bay, CA 94019. There will be a site visit immediately following the pre-bid conference.

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, Interim General Manager, John Moren by e-mail at [jmoren@smharbor.com](mailto:jmoren@smharbor.com) or by facsimile at (650) 583-4614 by **April 12, 2019 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](http://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.

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 Interim 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.

To inspect and obtain the Bid Documents or for additional information, please contact San Mateo County Harbor District, Interim General Manager, John Moren by telephone at (650) 583-4962, by facsimile at (650) 583-4614, or by e-mail at [jmoren@smharbor.com](mailto:jmoren@smharbor.com).

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Dated at El Granada, this **March 28, 2019**.

**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.** The District is responsible for obtaining all required permits for the project.
- 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 Contractor 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 upon 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 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, which is included in the Bidder's Statement of Qualifications Questionnaire and Financial Statement with Business References.

**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.

## **SPECIAL PROVISIONS**

**SAN MATEO COUNTY HARBOR DISTRICT**

**CONTRACT NO. 2019-03**

***Pillar Point Harbor Boat Launch Ramp Dredging***

**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 Pillar Point Harbor Boat Launch Ramp Dredging, 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
April 8, 2019 @ 10:30 a.m.	Recommended Pre-Bid Conference and site visit at 1 Johnson Pier, Half Moon Bay, CA 94019
April 12, 2019 @ 4:30 p.m.	Written requests for approved equals/modifications/clarifications are due.
April 19, 2019	District will respond to requests for approved equals (Postmarked).
May 1, 2019 @ 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. 2019-03, Pillar Point Harbor Boat Launch Ramp Dredging,**” 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 personal delivery to 504 Avenue Alhambra, 2<sup>nd</sup> Floor, El Granada, CA 94018 by **May 1, 2019, 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 **removal of and relocation of dredged materials from Pillar Point Harbor boat launch ramps.**

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 recommended 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 **April 8, 2019, at 10:30 a.m., Pacific Standard Time, 1 Johnson Pier, Half Moon Bay, CA 94019.**

**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 Contract 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 **April 12, 2019 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 **April 19, 2019.** 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 Bid 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 totaling the dollar amount loss to District per occurrence of specific event shall be assessed for this Contract.
- 3.4 Time of Performance.** Said project will be completed in full no later than (6) six weeks 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, except as necessary to complete the dredging activities at the launch ramps as detailed in the technical specifications.
- 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 effect 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, 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. 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 revisions 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 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.

#### **5.6 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.

#### **5.7 Claims Procedures**

In the event the District and Contractor cannot resolve claims of \$375,000 or less, the claims provisions of California Public Contract Code sections 20104-20104.6 shall apply, which provisions are summarized below. Any claim submitted by the Contractor shall be in writing and include the documents necessary to substantiate the claim.

**For claims of less than fifty thousand dollars (\$50,000),** the District shall respond in writing within 45 days of receipt of the claim, or request additional documentation supporting the claim within 30 days of receipt of the claim. If additional documentation is requested, District will respond in writing to the claim within 15 days of receipt of the additional documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

**For claims of over \$50,000 and less than or equal to \$375,000,** District shall respond in writing within 60 days of receipt of the claim, or request additional documentation

supporting the claim within 30 days of receipt of the claim. If additional documentation is requested, District will respond in writing to the claim within 30 days of receipt of the additional documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

**For claims over \$375,000**, District shall respond in writing within 90 days of receipt of the claim, or request additional documentation supporting the claim within 45 days of receipt of the claim. If additional documentation is requested, District will respond in writing to the claim within 30 days of the additional documentation, or within a period of time no greater than that taken by the claimant in providing the additional information, whichever is greater.

**For claims of any amount**, if the Contractor disputes the District's response, or the District fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of the District's response or failure to respond. In the event that the meet and confer conference 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 for \$375,000 or less, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading. 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.

#### **5.8 Contractor's License Requirements**

Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law.

#### **5.9 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."

#### **5.10 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.

#### **5.11 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.

#### **5.12 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.

#### **5.13 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.

#### **5.14 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.

### **5.15 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.

### **5.16 Compliance With All Applicable Laws**

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.

### **5.17 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).

### **5.18 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.

### **5.19 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.

## **5.20 Release of Retention**

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

## **5.21 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 Owner. 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.



## **TECHNICAL SPECIFICATION**

## **PART 1 GENERAL**

### **1. SUMMARY**

- A. Dredging includes the removal and upland disposal of all materials encountered, as specified and indicated. No payment will be made for dredging outside the limits of dredging.
- B. Dredged material will be loaded into dump trucks, dewatered at the designated drying area (as outlined in section 2-Q), and transported approximately 1.5 miles via existing roadways to the designated upland disposal site, as shown on the Project Plans.
- C. The Contractor shall provide all labor, materials, tools, equipment, insurance, licenses, transportation, and any related services necessary for the proper and complete dredging operations.
- D. The design depth of the dredge area is -6.0 feet MLLW. The regulatory permitted allowable overdepth dredging is an additional 1 foot below the design depth.
- E. The Contractor shall be liable for any fees imposed by regulatory agencies as a result of dredging, or excavation of sediment, beyond the limit of dredging or below the regulatory permitted allowable overdepth dredging.
- F. A silt curtain shall be installed and maintained in the approximate areas shown on Project Plans whenever dredging occurs in this area.
- G. Dredging shall be performed using land-based equipment (i.e. long-reach excavator).
- H. A Pre-dredge Hydrographic survey will be performed by the San Mateo County Harbor District (District). The results of the survey will be provided to the successful bidder and are to be used as the pre-dredge survey submittal to the regulatory agencies. Dredge quantities will be based on said survey. The Contractor at its option may perform its own independent pre-dredge hydrographic survey in advance of dredging activities.

## 2. REQUIREMENTS

- A. **Material to be Removed:** Shallow boring samples taken in the area to be dredged indicate the sediment to be removed consists mostly of sandy material. Tests were performed on the sediments as required by the U.S. Army Corps of Engineers and the sampling procedures, locations, and test results are available for review at the Harbor District office.
- B. **Hard Material:** It is not anticipated that the Contractor will need to remove hard material. Hard material is defined as soil or rock material requiring the use of special equipment for its economical removal and includes boulders or fragments too large to be removed in one piece by the dredge. Blasting is not permitted.
- C. **Artificial Obstructions:** Except as indicated, the Harbor District has no knowledge of the existence of wrecks, wreckage, and other material of a size or character that will necessitate the employment of special or additional equipment for their economical removal or knowledge of the presence of cables, pipes, or other artificial obstructions. However, a small percentage of small debris and garbage that is routinely found in the harbor such as tires and driftwood should be anticipated, and no additional compensation shall be made for removal and disposal of such debris and/or garbage.
- D. Contractor shall inform the Harbor District ten (10) calendar days in advance of performing dredging. This notification shall include the Contractor's schedule of dredging.
- E. **Dredging Limits:** The limits of dredging are as shown on the Project Plans.
  - 1. **Design Depth:** The design depth for the dredging is elevation -6.0 feet MLLW.
  - 2. **Regulatory Permitted Overdepth Dredging:** Regulatory permits allow overdepth dredging of 1.0 feet below the design depth (to an elevation of -7.0 feet MLLW).
  - 3. **Payment Limits:** Measurement of depths to be used for calculating dredge payment volumes shall be limited to no deeper than -7.0 feet MLLW in areas shown on Project Plans. Any dredged material

removed deeper than said elevations shall be at the Contractor's expense.

4. Any fees assessed by the regulatory agencies for dredging outside the limits of dredging or below the regulatory permitted overdepth allowance shall be the responsibility of the Contractor.
- F. Estimated Quantity of Material: The estimated quantity of material to be dredged is listed below and is based on a hydrographic survey conducted on April 27, 2017. The estimated quantities will be updated based on the pre-dredge survey to be performed.
1. Dredging Depth: The total quantity of material within the design dredging limit is as follows:
    - a) Within Concrete Launch Ramp: 230 cubic yards;
    - b) Beyond Concrete Launch Ramp, (including the side slopes) to the design depth of -6' MLLW: 950 cubic yards;
    - c) 1' overdepth: 420 cubic yards.
- G. Side Slopes: The Contractor shall dredge side slopes. The design side slope is 1 vertical to 2 horizontal. No overdepth dredging of the side slopes is allowed.
- H. Silt Curtain: The regulatory permits require that a silt curtain be installed and maintained in the approximate area shown on the Project Plans during dredging of the Boat Ramp area. The curtain may be removed after dredging is completed.
- I. Permits: The Harbor District will secure required permits for dredging and upland disposal of material, as indicated. Contractor shall comply with all regulatory permit conditions and be responsible to obtain other permits that are required for his/her operations. The permits obtained or applied for by the Harbor District include:
1. U.S. Army Corps of Engineers, Section 404 Individual Permit. Application in process.
  2. California Coastal Commission, Coastal Development Permit. Application in process.
  3. San Francisco Bay Regional Water Quality Control Board, 401 Water Quality Certification. Application in process.

4. San Mateo County – Half Moon Bay Airport, permission to occupy and use property as a disposal site for dredged material; Permit Agreement No. 5400.
- J. The Contractor shall observe the rules and regulations of the State of California and agencies of the United States Government prohibiting the pollution of the coastal waters by dumping refuse, rubbish, debris, etc., and the menace to navigation, by permitting piles and debris to go adrift in navigable waters.
  - K. Charges: The Contractor shall pay for any charges, including fines, assessed by the regulatory agencies for dredging outside the limits of dredging, for dredging below the regulatory permitted overdepth allowance, or for other noncompliance with permit conditions caused by the Contractor's operations.
  - L. Dredging Plan of Operation: Within five (5) days after award of the contract, the Contractor shall be required to submit to the Harbor District a Dredging Operations Plan as outlined by the Corps of Engineers (USACE) in the permit for review and acceptance. The Contractor shall, if required by the Harbor District, revise and resubmit the Plan at the Pre-Dredge meeting; respond to comments and questions from the Harbor District. The accepted Dredging Plan of Operation will be submitted by the Harbor District to the USACE. Dredging shall not commence until all comments and questions have been addressed and answered to the satisfaction of the Harbor District and USACE. The Plan at a minimum shall include the following:
    1. USACE Permit Number and Dredging Episode Number;
    2. Identification of work as maintenance dredging, and quantity of material to be removed;
    3. Name and telephone number of the Contractor's onsite representative;
    4. Schedule, including mobilization date, silt curtain installation date, start and completion dates for the dredging and disposal operations and demobilization date;
    5. List and technical specifications of equipment to be used, including, if applicable, the names of vessels, bin or barge capacities, and radio telephone frequencies and call signs of any marine equipment;
    6. Vessel and barge anchoring locations, if applicable;

7. Description of dredging and disposal operations, including estimated daily production rate;
  8. Description of silt curtain operation, including technical specifications of the curtain, and installation, maintenance, and removal procedures;
  9. Description of horizontal and vertical positioning systems to be used, including coordinates and elevations of all control points to be used for the work;
  10. Method of determining electronic positioning of the dredge during the entire dredging operation at the dredge site;
  11. Description of controls to ensure that dredging operations occur within the limits of dredging;
  12. Description of controls to ensure that disposal of the dredged material at the upland disposal site is at the assigned location;
  13. Method for estimating daily dredge quantities;
  14. Quality control survey procedures.
- M. Contractor shall not receive NTP until the Dredging Operations Plan described above has been approved by the Army Corps of Engineers.
- N. The Contractor shall provide and be responsible for all survey and layout work required for dredging operations and shall be responsible for the correctness of all final grades and lines. The Contractor shall layout the work as shown on the drawings and shall have the Harbor District approve its location, sequence, time and schedule prior to commencing any dredging. Notice for layout review and approval shall be received in writing by the Harbor District a minimum ten (10) calendar days in advance of commencing with any proposed dredging.
- O. The plan shall be updated on a daily basis (or as necessary) to allow notification to the Harbor District of dredging progress.
- P. Solid Debris Management Plan: Contractor shall submit no later than twenty (20) days prior to commencement of work. A Solid Debris Management Plan which describes measures to ensure that solid debris generated during dredging or any other aspect of the work is retained and properly disposed of in areas not

under Corps of Engineers jurisdiction. At a minimum, the plan shall include the following:

1. USACE Permit Number and Dredging Episode Number;
2. The source and expected type of debris;
3. Debris retrieval method;
4. Disposal method and site(s);
5. Schedule of disposal operations;
6. Debris containment method to be used, if floatable debris is involved.

Q. **Material Drying Prior to Transport:** After dredging, Contractor shall place dredged material in the designated drying area in the area directly north of the launch ramps. The Contractor shall secure the drying area so as to prevent dredged material from running back into Half Moon Bay. Prior to loading and hauling to the disposal area, the dredged material shall be dried sufficiently to allow hauling per state and local requirements. Contractor shall employ BMPs at the drying area to prevent the dredged sediment from re-entering the water. This includes typical BMPs, where applicable, for work in a marine environment such as: EC-1 Scheduling, SE-1 Silt Fence, SE-2 Sediment Basin, SE-5 Fiber Rolls, SE-6 Gravel Bag Berm, SE-8 Sandbag Barrier, SE-9 Straw Bale Barrier, and WE-1 Wind Erosion Control. For a detailed description of each of these BMPs, individual fact-sheets are available online at the California Stormwater Quality Association (CASQA) Stormwater Best Management Handbook Portal at: <https://media.ocgov.com/gov/pw/watersheds/documents/bmp/constructionactivities.asp>

The designated drying area shall be removed completely after the dredged sediment is hauled to the disposal area.

R. **Disposal Area:** Prior to placing any material at the disposal area, the Contractor shall install and secure a protective membrane (“membrane”) approved by the Harbor District across the entirety of the disposal area to ensure no water or contaminants that may be present in the dredged material are absorbed into the ground. Prior to the placement of any dredged material, the membrane shall be secured to the disposal area using a method approved by the Harbor District in writing. Further, once all of the dredged material that is permitted to be placed at the disposal area has been placed, the Contractor shall secure a sheeting over the

dredged material stockpile to ensure it does not create a nuisance or hazard to aircrafts or patrons using the Airport. The sheeting shall be of a type approved in writing by the Harbor District and shall be installed in a manner satisfactory to the Harbor District. The Contractor shall place the dredged material evenly within the disposal. As specified in the Project Plans, a hard barrier must be in place prior to any placement of material. When the Airport Operations Area (AOA) gate is open, the Contractor shall provide security personnel to operate the gate approved by the Harbor District. This individual must meet with Airport Operations prior to job commencement to confirm rules for manning the gate. Prior to opening the AOA gate, the Contractor must notify Airport Operations of all work at (650) 454-0469.

- S. Access to disposal area: The Contractor will only utilize the haul route indicated on the Plans when transporting the dredged material to the disposal area. As the Airport is an operating general aviation airport, for safety purposes, no other route is authorized. Access to other portions of the Airport is not granted. The Contractor shall maintain the access route free of sand and debris during dredged material transport activities through applicable means and to conditions acceptable to the Harbor District.
- T. Work within the Disposal Area: Access to the disposal area is permitted only during the hours of 0830 to 1630 and the Contractor will ensure that its staff and agents are aware of, and comply with, these access hour limitations. Work in the disposal area during other times must be coordinated with prior approval from the Airport Operations Manager at (650) 372-3298. All personnel working within the AOA will be required to provide a valid government issued identification and be escorted at all times by airport staff when inside the AOA but outside of the temporary hard barriers placed around the disposal area.
- U. Maintenance of the Access Route and Disposal Area: The Contractor shall maintain and repair the disposal area at its sole cost and effort. The Contractor shall keep the disposal area in good and safe condition, free from waste and hazardous materials, and in compliance with state and federal stormwater pollution prevention plan (SWPPP) best management practices, as approved by the Harbor District. If the Contractor fails to keep the disposal area in good and safe condition, free from waste or hazardous materials, and in compliance with SWPPP best management practices, San Mateo County officials may perform the



necessary remediation work at the expense of the Contractor, which expense the Contractor agrees to pay within fifteen (15) days of receipt of notice.

- V. Repair of Damages: Any and all damage caused to Airport roads by the Contractor's transportation of dredged material to the disposal area and from the disposal area shall be repaired by the Contractor within thirty (30) days of receipt of written notice from San Mateo County officials or the Harbor District. The Contractor acknowledges that the roads that provide access to the disposal area have not been designed to support heavy loads or high traffic conditions and any damage incurred during the term of the Contract shall be deemed the fault of the Contractor and shall be repaired at the Contractor's sole effort and cost.
  
- W. Laws and Regulations: The Contractor shall at all times maintain, occupy, and use the disposal area in compliance with all laws, rules, ordinances, resolutions, and regulations which may be applicable thereto, including but not limited to storm water runoff, environmental, San Mateo County Airports, and FAA regulations.

## **PART 2 – PRODUCTS**

### **1. SILT CURTAIN**

- A. Submittal: The Contractor shall submit silt curtain technical information with the Preliminary Dredging Plan of Operation. The information shall include the silt curtain material, method of floating the curtain, method of anchoring the curtain, method of marking the curtain as a warning to navigation, and method of connecting sections of the curtain.
  
- B. Product: Silt curtain shall be a product that has been designed as a silt curtain to be used in tidal areas.
  
- C. Floatation: Sufficient floatation shall be provided so that the top of the curtain does not submerge below the water surface.
  
- D. Anchorage: Sufficient anchorage shall be provided so that the curtain extends from the top of the water to the ground at all anticipated water levels.

## **PART 3 – EXECUTION**

1. INSPECTION

- A. Contractor's Quality Control: The Contractor shall inspect the work, keep records of the work done, and see that the gages, targets, range, and other markers are in place and in proper order and condition. The Contractor at a minimum shall:
1. Check the depth of dredging in each section prior to moving;
  2. Maintain daily dredging records of areas by Station and estimated quantity dredged;
  3. Maintain daily records of disposal operation including the estimated quantity of material taken to the designated upland disposal site; the time the dump truck leaves the dredging area, disposes of material, and returns to the dredging area; the horizontal coordinates at the time of disposal; and any other reporting conditions required by the permits.
  4. Maintain daily records of any problems including spills, damage to existing facilities, etc. The Contractor shall submit daily reports by noon of the following day.
- B. Owner Inspection: From time-to-time the Harbor District or the Harbor District's representative will inspect boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary for inspecting and observing the work.

2. DREDGING WORK

- A. Interference with Navigation: Conduct operations so as to interfere as little as possible with the use of boat ramp and harbor channels and passages. Channels shall not be blocked by the Contractor unless requested in writing and approved by the Harbor District. The Harbor District will coordinate with the Contractor to accommodate the movement of vessels and floating equipment should that become necessary.
- B. Lights: Each night between sunset and sunrise keep proper lights upon all floating plants, ranges, and other markers, and all buoys whose size and location would endanger or obstruct navigation as required by the State of California and the U.S. Coast Guard. The Contractor shall be responsible for all damages resulting from any neglect or failure in this respect. Maintain lights on or about the plant from

sunset to sunrise as may be necessary for the proper observation of dredging operations when work at night is in progress.

- C. Ranges: If desired the Contractor shall furnish, set and maintain in good order all necessary ranges, buoys, and other markers needed to define the work to facilitate the work and inspection.
- D. Establish and maintain continuous recording gages for measuring the water depth within 0.10 feet. Reading of the continuous water level shall be transmitted to the dredge. Suspend dredging at any time when the gage is not working correctly.
- E. Plant: The Contractor's plant, coamings, barges, and associated equipment to be used in performing the work shall be of sufficient size and efficiency to meet the job requirements and will be subject to approval by the Harbor District. The plant and equipment shall be kept at all times in condition for efficient work. Remove any dredged material improperly placed due to leaks, breaks or failure of equipment.
- F. Disposal of Excavated Material: Provide for the proper and safe transportation and disposal of dredged materials. Transport and dispose of all dredged material in the designated disposal area at the Half Moon Bay Airport as indicated on the Project Plans. Deposition or placement of dredged materials in unauthorized places is strictly forbidden. Any material that is intentionally or unintentionally deposited elsewhere than in places authorized by the permits will not be paid for until all requirements to mitigate the action as required by the enforcing agencies are complied with. Any expense required to mitigate the occurrence shall be the responsibility of the Contractor. The Contractor shall comply with rules and regulations of County of San Mateo, Pillar Point Harbor, and governing authorities.
- G. Overflow Requirements:
  - 1. No overflow or decant water shall be discharged, with the exception of spillage incidental to mechanical dredge operations;
  - 2. During transportation from the dredging site to the disposal site, no dredged material shall be permitted to overflow, leak or spill from truck or other equipment.

- H. Method of Disposal: Dredged material shall be transported by truck and deposited in disposal as shown in Project Plans. No debris or material other than natural sediment (clay, sand or silt) shall be deposited in the designated disposal area.
  - I. Navigation Warnings: Furnish and maintain suitable navigation warning signs on all Contractor's equipment and as required by the State of California and the U.S. Coast Guard to prevent hazards to navigation.
  - J. Disposal Site Verification Log (DSVL): Contractor shall furnish to the Harbor District by the end of work week on each Friday a "Disposal Site Verification Log" which enumerates the dredging accomplished during the week (form to be provided by Corps of Engineers after approval of Dredging Plan of Operation).
  - K. Salvaged Material: Anchors, chains, firearms, and other articles of value which are brought to the surface in the course of dredging operations shall become the property of the Contractor.
  - L. Safety of Structures: Contractor shall use care in the prosecution of work to assure the stability of boat ramp, floating docks, bulkheads, and other structures lying on or adjacent to the site of the work insofar as they may be jeopardized by the operation of dredging and by moving or mooring the equipment. Make good all damage resulting from the moving or mooring of equipment and from the dredging operation.
  - M. Removal of Plant: Upon completion of the work, promptly remove plant, including ranges, buoys, piles, and other markers or obstructions placed by or for the Contractor in navigable waters or on shore.
3. SILT CURTAIN
- A. Description: A silt curtain is required by the regulatory agencies to prevent dredging induced suspended sediment from impacting adjacent areas.
  - B. Installation: The silt curtain shall be installed in approximate locations shown on Project Plans. The Contractor may propose an alternative location as long as the location does not impact navigation or dredging. A sufficient number of anchors shall be installed to keep the curtain in-place and to keep the bottom of the curtain approximately on the bottom.

- C. Demarcation: The curtain shall be marked as required by the U.S. Coast Guard. If no requirements are dictated by the Coast Guard, the Contractor at a minimum shall install Coast Guard approved lighting at the ends of the curtain.
- D. Inspection & Maintenance: The silt curtain shall be maintained in-place while any dredging is being performed. The Contractor shall inspect the curtain daily, at a minimum, to ensure it is in-place and to perform any required maintenance. The Contractor shall note the inspection in the daily Quality Control Report.

#### 4. HYDROGRAPHIC SURVEYS

- A. Pre and Post Surveys: The Harbor District will perform one (1) pre-dredge survey (to be performed no earlier than sixty (60) calendar days and no later than 20 calendar days before commencement of dredging) and one (1) post-dredge survey for the purpose of calculating final pay quantities.
- B. Post-Dredge Survey: The Harbor District will perform one (1) post-dredge survey at their cost within seven (7) days of the dredging being completed. Additional post-dredge surveys may be performed by the Harbor District if requested, but the cost will be deducted from any payment owed the Contractor.
- C. All vertical control shall be accurate to the nearest hundredth of a foot, including levels for the setting of tide gage to MLLW elevation.
- D. Survey data shall include tidal elevation.
- E. Horizontal control shall be based on NAD88 and shall be accurate to the nearest one tenth (0.1) of a foot.
- F. Dredge quantities shall be computed to the nearest cubic yard based on the sounding lines surveyed during the pre- and post-dredge surveys.

#### 5. MEASUREMENT

- A. The Harbor District shall conduct the pre-dredge and post-dredge surveys.
- B. Method of Measurement: The material removed will be measured by cubic yard in place by means of soundings taken during pre- and post-dredge surveys. The Project Plans represent the conditions prior to the pre-dredge survey. A post-dredge survey will be conducted within seven (7) days of the dredging work being completed.

- C. The average end area method shall be used to calculate dredge quantities, with sufficient cross-sections taken along the project control line (launch ramp centerline) to determine quantities. Spacing between cross-sections shall not exceed 20-ft. A tabular summary shall be submitted with payment request to show project depth, overdepth, and total dredging quantity.
- D. Calculated dredge quantities based on the pre- and post-dredging surveys will be the basis for final payment.

## 6. PAYMENT

### A. MOBILIZATION

- 1. Mobilization shall consist of all work required in preparing the Contractor's dredging plant and equipment for shipment, moving plant, equipment labor, supplies and incidentals to the job site making ready for and starting of continuous dredge operations, and all work required to maintain plant and equipment in working condition at the site during the dredging period.
- 2. Payment for mobilization will be made at the contract lump sum price for "Mobilization". This price and payment shall be full compensation for "Mobilization" as defined above and no additional compensation shall be allowed or paid for.

### B. SILT CURTAINS

- 1. Silt Curtain shall consist of all work required to provide, install, maintain, and remove a temporary silt curtain as required by the Project Plans and contract documents.
- 2. Payment for Silt Curtain will be made at the contract lump sum price for "Silt Curtain". This price and payment shall be full compensation for "Silt Curtain" and no additional compensation shall be allowed or paid for.

### C. DREDGING AND DISPOSAL

- 1. The total amount of material removed and disposed of will be measured by the cubic yard, by computing the volume between the bottom surface shown by soundings of the pre-dredge survey and the bottom surface shown by soundings of the post-dredge survey.

2. No payment shall be made for dredging of materials in excess of the project pay limits as specified in these specifications and on the Project Plans.
3. Soundings taken from the pre-dredging survey conducted by the Harbor District prior to commencement of dredging will be used in determining quantity of material removed for payment. The determination of quantities to be paid, after having once been made, will not be reopened, except on evidence of collusion, fraud or obvious error.
4. Payment for dredging shall be made at the contract price per cubic yard paid for "Dredging and Disposal", under which contract award is made, which price and payment thereof shall constitute full compensation for dredging, loading, transporting, and disposing of materials removed above project payment overdepth dredging elevations.

D. DESIGNATED UPLAND DISPOSAL AREA

The bid cost for the designated disposal area shall include all costs associated with preparing and maintaining the disposal area as shown on the Project Plans. Costs include, but are not limited to, installation and removal of hard barrier, installation of the protective membrane, and perimeter chain link fence.

E. DEMOBILIZATION

1. Demobilization shall consist of all work required to prepare plant and equipment for moving offsite to normal legal berth including removing all plant, equipment, labor and unused supplies and incidentals from the job site at the completion of the contract work, including cleaning up any land based staging site used for the execution of the work.
2. Payment for demobilization shall be made at the contract lump sum price for "Demobilization". This price and payment shall be full compensation for "Demobilization" as defined above and no additional compensation will be allowed or paid for.

- F. Retention: Ten percent (10%) of progress payments will be withheld as per the agreement until final acceptance of the project.

7. FINAL EXAMINATION AND ACCEPTANCE

- A. Post-Dredge Survey: As soon as practicable after the completion of dredging, but no later than seven (7) days after work is complete, the Harbor District will conduct a post- dredge survey. The Contractor shall remove all shoals and lumps disclosed by this survey by dragging the bottom or by dredging at no additional cost to the Harbor District. However, if the shoal areas are so small as to form no material obstruction to navigation, their removal may be waived at the discretion of the Harbor District. The Contractor or his authorized representative will be notified when the post- dredge survey is to be made and will be permitted to accompany the survey party and to inspect the data and methods used in preparing the final estimate.
  - B. Acceptance by Harbor District: When the area within the Limits of Dredging is found to be in a satisfactory condition, and between the design depth and the payment overdredge depth the work therein will be accepted by the Harbor District as complete.
  - C. Regulatory Approval: Final acceptance of the project is also dependent on review and approval by the Corps of Engineers of the Post-Dredge Survey and any reports to have been submitted by the Contractor to the Corps during the project.
  - D. Notice of Completion: Upon acceptance of the work as complete by the Harbor District, the Harbor District shall file a Notice of Completion at the office of the San Mateo County Clerk
8. FINAL PAYMENT
- A. Final payment will be based on quantities calculated from pre- and post-dredge surveys conducted by the Harbor District.
  - B. Retention: Ten Percent (10%) of the payment amount will be withheld and will be released to the Contractor after the 35 calendar days posting period of the Notice of Completion provided that no Stop Notices have been received from subcontractors or suppliers. In addition, if the post dredge survey reveals that the Contractor violated the terms of the Permits and dredged material below the allowable overdredge limits or, if the Regulators claim that any provisions of the Permits have been violated, the retention shall be withheld until it is certain that the regulators will not impose a penalty for said violation.

**END OF SECTION**



**SAN MATEO COUNTY HARBOR DISTRICT**

**CONTRACT NO. 2019-03**

***Pillar Point Harbor Boat Launch Ramp Dredging***

**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. 2019-03**

***PILLAR POINT HARBOR BOAT LAUNCH RAMP DREDGING***

LINE #	ITEM #	DESCRIPTION	AMOUNT
1	Task 1	Mobilization	\$
2	Task 2	Silt Curtains	\$
3	Task 3	Dredging and Disposal	\$
4	Task 4	Designated Upland Disposal Area	\$
5	Task 5	Demobilization	\$
		<b>TOTAL BID PRICE</b>	<b>\$</b>

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 # 2019-01 Pillar Point Harbor Boat Launch Ramp Dredging, for the payment of which sum in lawful money of the United States, well and truly to 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: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF  
SURETY)

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

# SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER	
<b>- S A M P L E -</b>			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.			
PRODUCER  INSURED  NAMED INSURED AND ADDRESS			COMPANIES AFFORDING COVERAGE			
			COMPANY A			
			COMPANY B			
			COMPANY C			
			COMPANY D			
<b>COVERAGES</b> 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	
	<b>GENERAL LIABILITY</b> <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 - COM/PROP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <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	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS	OTH- ER
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	<b>OTHER</b> <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.			

## 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 **Pillar Point Harbor Boat Launch Ramp Dredging** 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.

**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 Pillar Point Harbor Boat Launch Ramp Dredging ("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.

## **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. 2019-03**

***Pillar Point Harbor Boat Launch Ramp Dredging***

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 by **[INSERT TIME OF PERFORMANCE]**, 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 debris removal work, 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

**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

**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 **dredging, excavation or debris removal** 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 similar dredging, excavation or debris removal projects.

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? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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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: \_\_\_\_\_



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