

# **San Mateo County Harbor District Board of Harbor Commissioners Meeting Agenda**

**January 15, 2014  
6:00 p.m.**

**Municipal Services Building  
33 Arroyo Drive  
South San Francisco, Ca. 94080**

## **Roll Call**

### **Commissioners**

Robert Bernardo, President  
Pietro Parravano, Vice President  
James Tucker, Treasurer & Secretary  
Sabrina Brennan, Commissioner  
William Holsinger, Commissioner

### **Staff**

Peter Grenell, General Manager  
Debra Galarza, Director of Finance  
Marietta Harris, Human Resource Manager  
Scott A. Grindy, Harbor Master  
Jean Savaree, District Counsel

## **Public Comments/Questions –**

The Public may directly address the Board of Harbor Commissioners for a limit of three minutes, unless a request is granted for more time, on any item of public interest within the subject matter jurisdiction of the San Mateo County Harbor District, Board of Harbor Commissioners that is not on the regular Agenda. If a member of the public wishes to address the Board on an Agenda Item, that person must complete a Public Speaker Form and wait until that Item comes up for discussion. Agenda material may be reviewed at the administration offices of the District, 400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080 or online at [www.smharbor.com](http://www.smharbor.com).

Persons requiring special accommodation with respect to physical disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400.

## **Staff Recognition-**

- 1 TITLE: **Presentation of California Assembly Resolution by Honorable Kevin Mullin, 22<sup>nd</sup> Assembly District, Honorable Richard S. Gordon, 24<sup>th</sup> Assembly District, Honorable Jerry Hill, 13<sup>th</sup> Senate District, and Honorable Leland Y. Yee, 8<sup>th</sup> Senate District Commending San Mateo County Harbor District's 80<sup>th</sup> Anniversary**
- REPORT: Presentation by Mario Rendon, Office of Assemblyman Mullin
- PROPOSED ACTION: Accept Resolution

## Consent Calendar

All items on the consent calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent calendar.

- 2 TITLE: **Minutes of Meeting November 20, 2013**  
 REPORT: Draft minutes  
 PROPOSED ACTION: Approval
- 3 TITLE: **Minutes of Meeting December 4, 2013**  
 REPORT: Draft minutes  
 PROPOSED ACTION: Approval
- 4 TITLE: **Certified Employment List for Accounting Technician/  
 Administrative Assistant**  
 REPORT: Certified Employment List  
 PROPOSED ACTION: Adopt Certified Employment List
- 5 TITLE: **Leave of Absence Request for Katherine Mickelson:  
 Maternity Leave**  
 REPORT: Leave of Absence Form  
 PROPOSED ACTION: Approve Unpaid Leave of Absence for Katherine Mickelson's Maternity Leave
- 6 TITLE: **Records Destruction**  
 REPORT: Memo, Resolution  
 PROPOSED ACTION: Adopt Resolution 01-14 and Approve Destruction of District Records

- 7      TITLE:                                **Resolution 02-14 Authorizing the General Manager to Execute a Grant Agreement with the Division of Boating and Waterways not to exceed \$53,000 from the Abandoned Watercraft Abatement Fund for Oyster Point Marina/Park**
- REPORT:                                    Memo, Resolution 02-14
- PROPOSED ACTION:                      Adopt Resolution 02-14 to authorize the General Manager to execute a grant agreement not to exceed \$53,000 with the Division of Boating and Waterways under the Abandoned Watercraft Abatement Fund

## Commissioner Requests

The Board of Harbor Commissioners may make public requests. Requests may be made to place items on future agendas.

## New Business, Cont'd.

- 8      TITLE:                                **Selection of Lowest Responsible Bidder: Pillar Point Harbor Concession Building Sewer Line Replacement**
- REPORT:                                    Grindy, Memo, Attachment
- PROPOSED ACTION:                      Accept the bid of NorCal Pipeline Services in the amount of \$163,250 as lowest responsible bidder and authorize the General Manager to execute a contract with NorCal Pipeline Services in an amount not to exceed \$187,738 (\$163,250 bid amount plus 15% contingency of \$24,487).
- 9      TITLE:                                **Selection of Lowest Responsible Bidder: Harbor Electrical Repairs**
- REPORT:                                    Grindy, Memo, Attachment
- PROPOSED ACTION:                      Accept the bid of Edward R. Bacon, Inc. in the amount of \$177,500 as lowest responsible bidder and authorize the General Manager to execute a contract with Edward R. Bacon, Inc. in an amount not to exceed \$192,250 (\$177,500 bid amount plus 10% contingency of \$17,750).
- 10    TITLE:                                **Status Report: Bills and Claims paid in the Amount of \$313,619.73 from December 5, 2013 through January 3, 2014 as authorized on December 4, 2013 to cover payments due to cancelled Board meetings**
- REPORT:                                    **Bills and Claims Detailed Summary**
- 11    TITLE:                                **Informational Report: Regional Sea Level Rise Issues**
- REPORT:                                    Grenell, Memo

- 12 TITLE: **Informational Report: Johnson Pier Hoists**  
REPORT: Grenell, Grindy, Memo
- 13 TITLE: **Informational Report: Collections and Lien Procedures**  
REPORT: Grenell, Galarza, Grindy, Memo
- 14 TITLE: **Informational Report: District Drug and Alcohol Policy**  
REPORT: Harris, Memo, Attachments

## **Continued Business**

- 15 TITLE: **Informational Report: Provision of Free WiFi at District Harbor**  
REPORT: Grenell, Harris, Memo

## **Staff Reports: a) Administration and Finance**

- 16 **General Manager – Grenell**
- 17 **Director of Finance – Galarza**
- 18 **Human Resources Manager – Harris**

## **b) Operations**

- 19 **Oyster Point Marina/Park and Pillar Point Harbor – Grindy**

# Board of Harbor Commissioners

20 A. Committee Reports

B. Commission Statements

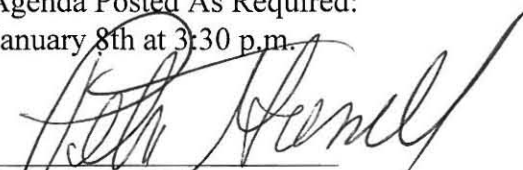
The Board of Harbor Commissioners may make public statements.

## Adjournment

The next scheduled meeting will be held on February 5, 2014 at the Comfort Inn, 2930 Cabrillo Highway, Half Moon Bay at 6:00 p.m.

Agenda Posted As Required:

January 8th at 3:30 p.m.



\_\_\_\_\_  
Peter Grenell

Acting Deputy Secretary

Oral Presentation Of  
Legislative Resolution  
By Mario Rendon Of  
Assemblyman Mullin's  
Office

**San Mateo County Harbor District  
Board of Harbor Commissioners  
Meeting Minutes**

**November 20, 2013  
6:00 p.m.**

**Municipal Services Building  
33 Arroyo Drive**

**South San Francisco, Ca. 94080**

All Harbor District Commission meetings are audio recorded.

**Roll Call**

**Commissioners**

Robert Bernardo, President  
Pietro Parravano, Vice President  
James Tucker, Treasurer & Secretary  
Sabrina Brennan, Commissioner  
William Holsinger, Commissioner

**Staff**

Peter Grenell, General Manager  
X Debra Galarza, Director of Finance  
Marietta Harris, Human Resource Manager  
Scott A. Grindy, Harbor Master  
Kai Ruess, District Counsel

X= absent

**Public Comments/Questions –**

Brian Rogers

Nicole David

**Staff Recognition-** None

**Consent Calendar**

All items on the consent calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent calendar.

- 1    TITLE:                            **Minutes of Meeting November 6, 2013**  
    REPORT:                         Draft minutes  
    PROPOSED ACTION:            Approval

The Minutes of November 6, 2013 were postponed.

- 2    TITLE:                            **Proclamations/Certificates of Commendation for Lt. Lisa Williams, San Mateo County Sheriff's Office, and Oyster Point Dragons**  
    REPORT:                         Proclamations  
    PROPOSED ACTION:            Adopt Proclamations

**Action:** Motion by Tucker, second by Parravano to adopt the Proclamation of Commendation for Lt. Lisa Williams and the Oyster Point Dragons. The motion passed unanimously.

Ayes:                                5

Nays:                                0

**Public Comment:**

Jack McCarthy

Shaunn Cartwright

## **Commissioner Requests**

The Board of Harbor Commissioners may make public requests. Requests may be made to place items on future agendas.

Tucker made a motion to approve the discussion of a time limit for Commissioners speaking on Agenda items.

**Action:** Motion by Tucker, second by Parravano to place on the December 4, 2013 Agenda, the discussion of a time limit for Commissioners speaking on Agenda items. The motion passed.

Ayes:                                4

Nays:                                1 (Brennan)



Brennan made a motion to include a report by the Harbormaster about recommendations and best practices that will continue to remove discharge from live-aboard vessels.

**Action:** Motion by Brennan, second by Bernardo to include a report by the Harbormaster about recommendations and best practices that will continue to remove discharge from live-aboard vessels, on a future Agenda. The motion passed.

Ayes: 3

Nays: 2 (Holsinger, Tucker)

Brennan made a motion to have the ability to review the Bills and Claims at Aaronson, Dickerson, Cohen and Lanzone.

**Action:** Motion by Brennan, second by Bernardo for the ability for Commissioners to review Bills and Claims Aaronson, Dickerson, Cohen and Lanzone, not the Harbor District. The motion failed.

Ayes: 2

Nays: 3 (Holsinger, Parravano, Tucker)

Bernardo made a motion to put on the January 15, 2014 Agenda an informational report on collections and lien procedures.

**Action:** Motion by Bernardo, second by Brennan to put on the January 15, 2014 Agenda, an informational report on collections and lien procedures. The motion passed unanimously.

Ayes: 5

Nays: 0

## Continued Business

- 3     **TITLE:**                     **Outside Facilitator For Harbor Commission Functioning**  
      **REPORT:**                 Grenell, Attachment  
      **PROPOSED ACTION:**     Schedule Special Commission Meeting to interview facilitator  
  candidates

**Public Comment on Item 3:**

Shaunn Cartwright

Grenell spoke on his report.

- 4     **TITLE:**                     **December 18<sup>th</sup> Meeting: Reconsideration of November 6<sup>th</sup>**  
  **Decision to Hold Meeting**  
      **REPORT:**                 Holsinger  
      **PROPOSED ACTION:**     Cancel December 18<sup>th</sup> Meeting

Holsinger spoke on Item 4.

**Public Comment on Item 4:**

John Ullom

**Action:** Motion by Holsinger, second by Parravano to cancel the December 18<sup>th</sup>, 2013 meeting. The motion passed by roll call vote.

Ayes:             4

Nays:            1 (Brennan)

- 5     **TITLE:**                     **504 Alhambra Road, El Granada Property**  
      **REPORT:**                 Grenell, Attachment  
      **PROPOSED ACTION:**     Initiate discussion regarding lease or purchase of property at  
  504 Alhambra Road, El Granada Property in Closed Session

Grenell spoke on his report.

**Public Comment on Item 5:**

David Worden

Shaunn Cartwright

- 6     **TITLE:**                                 **Informational Item: Commercial Activity Permits for Non- Lessee Commercial Fish Buyers**  
       **REPORT:**                                 Grenell, Attachment

Grenell spoke on his report.

**Public Comment on Item 6:**

Shaunn Cartwright

**New Business**

- 7     **TITLE:**                                 **Amend Commercial Activity Permit (CAP) for Cynthia I. Kuhr (Princeton Waters)**  
       **REPORT:**                                 Grenell, Memo, Application  
       **PROPOSED ACTION:**                 Approve addition of one day (Tuesday) to existing CAP

Grenell spoke on his memo.

**Action:** Motion by Tucker, second by Parravano to amend the Commercial Activity Permit (CAP) for Cynthia I. Kuhr (Princeton Waters). The motion passed unanimously.

Ayes:             5

Nays:             0

- 8     **TITLE:**                                 **Commercial Activity Permit (CAP) for Cynthia I. Kuhr (Princeton Waters) To Operate A Short-Term “Boatel” On Her Vessel at Berth E-25 at Pillar Point Harbor**  
       **REPORT:**                                 Grenell, Memo, Application  
       **PROPOSED ACTION:**                 Do not approve CAP

Grenell spoke on his memo.

**Action:** Motion by Parravano, second by Tucker to operate a one-year “Boatel” on her vessel at Berth E-25 at Pillar Point Harbor. The motion passed unanimously.

Ayes: 5

Nays: 0

- 9 TITLE: **Purchase of Two Replacement Trucks From State of California Purchasing Bid Contract**  
REPORT: Grindy, Memo  
PROPOSED ACTION: Authorize the General Manager to purchase two trucks to replace two worn out trucks for a total amount of \$57,552.00 including tax from the State of California State Contract Bid listing for 2014.

Grindy spoke on his report.

**Action:** Motion by Tucker, second by Brennan to authorize the General Manager to purchase two trucks to replace two worn out trucks for a total amount of \$57,552.00 including tax from the State of California State Contract Bid listing for 2014.. The motion passed unanimously.

Ayes: 5

Nays: 0

- 10 TITLE: **Bills and Claims in the Amount of \$1,660,821.43**  
REPORT: Bills and Claims Detailed Summary  
PROPOSED ACTION: Approval of Bills and Claims for payment and a transfer in the amount of \$1,660,821.43 to cover payment of Bills and Claims

**Action:** Motion by Tucker, second by Holsinger to approve Bills and Claims for payment and a transfer in the amount of \$1,660,821.43 to cover payment of Bills and Claims. The motion passed unanimously.

Ayes: 5

Nays: 0

## Staff Reports: a) Administration and Finance

### 11 General Manager – Grenell

Grenell spoke on his report.

#### Public Comment on Item 11:

Shaunn Cartwright

### 12 Director of Finance – Galarza

Debra was not present to speak on her report. Harris stated she would take any questions for the Finance Director.

### 13 Human Resources Manager – Harris

Harris spoke on her report.

## b) Operations

### 14 Oyster Point Marina/Park and Pillar Point Harbor – Grindy

Grindy spoke on his report.

## Board of Harbor Commissioners

### 15 A. Committee Reports- None

### B. Commissioner Statements

The Board of Harbor Commissioners may make public statements.

Brennan stated she was at the Johnson Pier Lien Sale location and asked how long the boats were there. Grindy responded that the lien sale was that day at Pillar Point Harbor and the following Tuesday would be at Oyster Point Marina. He stated the boats go through a lien sale process and whatever boats do not sell would go through another process. He stated the process would end around the middle of December.

Brennan asked Grindy if he was working on water quality. Grindy stated yes and it would be in the informational report. He stated the ordinance code

provisions are reviewed and discussed with staff to find out what needed to be changed and added for improvement. Grindy stated there was a draft and it would go through the ordinance code process and would take 4-6 weeks to process.

Brennan asked why there was a police officer at the meeting, how much it would cost the District and if hiring a police officer would be ongoing. Bernardo stated there were people threatened at the last meeting and felt hostility. He stated he was asked by the General Manager whether or not it would be a good idea to have law enforcement to make sure there was no disorderly conduct.

Tucker stated a fisherman contacted him and asked what to do with the 94 foot rule, a rule where no boat larger than 94 feet could be tied up to Johnson Pier for unloading or loading of fish or materials. He stated that when contacting the Harbormaster and staff, no one heard of the 94 foot rule. Tucker stated he heard from the General Manager there was an 80 foot rule, where no boat over 80 feet in size could be tied up for unloading or loading of fish or materials without Harbor Master approval. He stated he didn't think there should be any rule, denying the opportunity to tie up a boat for loading or unloading.

Tucker stated once the electrical work is done by the maintenance building, the plan was to move the freezers off Johnson Pier to give the fish buyers and public more room, and would like to see the third hoist closer to where the fuel and ice containers are. Tucker stated the public should have the opportunity to come into that location to unload and load.

Tucker stated he supported widening the sidewalk by the concessionaires building for more room and business and the District to find the money for the project. Tucker stated the item should be reagendaized for a future meeting.

Holsinger stated he wished the Kuhrs all the best for their houseboat. He stated he had some concerns about the new operation being a full year because it was a new territory for the Harbor District to embark upon, and hopes it will be successful.

Holsinger thanked the staff for the hard work in the time he has served in the Harbor Commission. He stated he believed the staff still thought it was a priority for the West Trail project based upon the resources and demands facing with the Harbor District.

Grenell made a point of information that the West Trail erosion project was a top priority. He stated the District was held up by staff reorganization at the Coastal Commission and have tried to proceed with an emergency permit. Grenell stated there was a new manager who would expedite the permit, and is now looking forward to proceeding with repairs.

Bernardo asked staff to find out how long his term as President was for, since he started in June 2013.

Bernardo wished everyone a Happy Thanksgiving.

- 16    TITLE:                            **Identification of District Real Property Negotiator**  
      REPORT:                        Bernardo  
      PROPOSED ACTION:        Designate District Real Property Negotiator Peter Grenell

**Public Comment on Item 16:**

Brian Rogers

Shaunn Cartwright

**Action:** Motion by Tucker, second by Parravano to designate the District Real Property Negotiator Peter Grenell for both Closed Session items. The motion passed.

Ayes:            3

Nays:            2 (Brennan, Bernardo)

**Action:** Motion by Tucker, second by Parravano to adjourn the meeting to Closed Session. The motion passed unanimously.

Ayes:            5

Nays:            0

The meeting adjourned at 9:06 p.m.

## Closed Session

- 17 TITLE: **Conference with Real Property Negotiator Peter Grenell:  
Pursuant to Government Code Section 54956.8**
- PROPERTY: 504 Alhambra Road, El Granada, APN # 047-204-120
- NEGOTIATING PARTIES: San Mateo County Harbor District, Marlborough Group LLC
- UNDER NEGOTIATION: Price, Terms and Conditions for Lease or Purchase of Property
- 18 TITLE: **Conference with Real Property Negotiator Peter Grenell:  
Pursuant to Government Code Section 54956.8**
- PROPERTY: Pillar Point Seafood (McHenry), Three Captains Sea Products, Inc. (Fortado), Morning Star Fisheries(Mallory), Johnson Pier, Pillar Point Harbor, El Granada, San Mateo County, APN 047-083-060
- NEGOTIATING PARTIES: Pillar Point Seafood (McHenry), Three Captains Sea Products, Inc. (Fortado), Morning Star Fisheries (Mallory)
- UNDER NEGOTIATION: Price, Terms and Conditions for Lease of Property

## Open Session, Cont'd.

There was no reportable action from Closed Session.



## Adjournment

**Action:** Motion by Tucker, second by Parravano to adjourn the meeting. The motion passed unanimously.

Ayes: 5

Nays: 0

The meeting adjourned at 9:06 p.m.

The next scheduled meeting will be held on December 4, 2013 at the Comfort Inn, 2930 Cabrillo Highway, Half Moon Bay at 6:00 p.m.

Agenda Posted As Required:  
November 13th at 3:30 p.m.

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Peter Grenell  
Acting Deputy Secretary

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Robert Bernardo  
President

**San Mateo County Harbor District  
Board of Harbor Commissioners  
Meeting Minutes**

**December 4, 2013  
6:00 p.m.**

**Comfort Inn  
2930 Cabrillo Highway  
Half Moon Bay, Ca. 94019**

All Harbor District Commission meetings are recorded.

**Roll Call**

**Commissioners**

Robert Bernardo, President  
Pietro Parravano, Vice President  
James Tucker, Treasurer & Secretary  
Sabrina Brennan, Commissioner  
William Holsinger, Commissioner

**Staff**

Peter Grenell, General Manager  
Debra Galarza, Director of Finance  
Marietta Harris, Human Resource Manager  
Scott A. Grindy, Harbor Master  
Jean Savaree, District Counsel

**Public Comments/Questions -**

Nicole David  
Paul Mahler  
Brian Rogers  
Leslie Webster  
Leonard Woren  
Bob Pantillo

**Staff Recognition-** Grindy introduced three new Harbor District workers: Suzanne Walker (Harbor Worker), Matt Hoff (Deputy Harbormaster), and Linda Zhou (Project Manager).

**Consent Calendar**

All items on the consent calendar are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent calendar.

- 1      TITLE:                      **Minutes of Meeting November 6, 2013**  
       REPORT:                      Draft minutes  
       PROPOSED ACTION:        Approval

Brennan asked to remove Item 1: Minutes of Meeting November 6, 2013 from the consent calendar for discussion.

**Action:** Motion by Parravano, second by Holsinger to approve the the Minutes of November 6, 2013. The motion passed by roll call vote.

Ayes:                      3

Nays:                      1 (Brennan)

Abstain:                 1 (Parravano)

## **Commissioner Requests**

The Board of Harbor Commissioners may make public requests. Requests may be made to place items on future agendas.

Brennan asked Grenell when the Johnson Pier hoist item would be agendized. Grenell stated it would be added to the January 15, 2014 Agenda.

Brennan asked what the status was on the revisions to the Wi-Fi report. Harris stated the report would be provided as soon as the General Manager informed her when it would be on the higher priority list. Brennan asked Grenell when the report would be provided. Grenell stated it would be on the January 15, 2014 Agenda.

Bernardo asked for the informational item for liens and evictions. Grenell stated it would be on the January 15, 2014 Agenda.

Bernardo asked for an informational item on the alcohol policy. Harris stated it would be on the January 15, 2014 Agenda.

Tucker moved that the Agenda item referred to as “Commissioner Requests” be renamed as “Agenda Setting” and the paragraph below state that “Board of Harbor Commissioners may make requests to have future items placed on the agenda”.

**Action:** Motion by Tucker, second by Parravano to discuss on a future agenda the renaming of “Commissioner Requests” to “Agenda Setting”, and to change the paragraph below to read: “Board of Harbor Commissioners may make requests to have future items placed on the agenda. The motion passed by roll call vote.

Ayes: 4

Nays: 1 (Brennan)

Item 4 was moved up.

- 4 TITLE: **Request for Approval of Outside Investigators’ Contracts and Authorization and Approval for Board President to Sign Both Contracts**  
REPORT: Arlin B. Kachalia, Memo  
PROPOSED ACTION: Authorize Robert Bernardo, President, to execute contracts for Karen Kramer and Amy Oppenheimer

Savaree spoke on the report.

**Action:** Motion by Tucker, second by Brennan to authorize Robert Bernardo, President, to execute contracts for Karen Kramer and Amy Oppenheimer. The motion passed by roll call vote.

Ayes: 5

Nays: 0

## **New Business**

- 2 TITLE: **Audited 2012-13 Financial Statements and Recommendations to Management**  
REPORT: Galarza, Memo, Attachments  
PROPOSED ACTION: Accept audited FY2012-13 financial statements and recommendations to management

Galarza and the Auditor, Joe Arch spoke on the report.

**Public Comment on Item 2:**

John Ullom

Leslie Webster

**Action:** Motion by Tucker, second by Holsinger to accept audited FY2012-13 financial statements and recommendations to management. The motion passed by roll call vote.

Ayes: 4

Nays: 1 (Brennan)

- 3 TITLE: **Amendments to Manager’s Employment Contracts: Director of Finance, Human Resources Manager, Harbormaster**  
REPORT: Grenell, Memo  
PROPOSED ACTION: Approve Amendments to Director of Finance, Human Resources Manager and Harbormaster employment contracts to provide for three year terms and delete Section 3, Paragraph E

Grenell spoke on his report.

**Public Comment on Item 3:**

Leslie Webster

Leonard Woren

**Action:** Motion by Tucker, second by Holsinger to Approve Amendments to Director of Finance, Human Resources Manager and Harbormaster employment contracts to provide for three year terms and delete Section 3, Paragraph E. The motion passed by roll call vote.

Ayes: 4

Nays: 1 (Brennan)

- 5 TITLE: **Time Limit for Commissioners Speaking on Agenda Items**  
REPORT: Grenell, Memo  
PROPOSED ACTION: Limit time for Commissioners to speak on Agenda items

Tucker spoke on this item.

**Public Comment on Item 5:**

Merrill Bobele  
Leonard Woren  
Leslie Webster  
Bill Kehoe

**Action:** Motion by Tucker, second by Parravano to limit time for Commissioner speaking on Agenda items. The motion passed by roll call vote.

Ayes: 4

Nays: 2 (Brennan, Bernardo)

- 6 TITLE: **Bills and Claims in the Amount of \$266,220.73**  
REPORT: Bills and Claims Detailed Summary  
PROPOSED ACTION: Approval of Bills and Claims for payment and a transfer in the amount of \$266,220.73 to cover payment of Bills and Claims

**Action:** Motion by Tucker, second by Parravano to approve of Bills and Claims for payment and a transfer in the amount of \$266,220.73 to cover payment of Bills and Claims. The motion passed by roll call vote.

Ayes: 4

Nays: 1 (Brennan)

- 7     **TITLE:**                             **Authorization to Pay Bills and Claims Occurring Between December 5, 2013 and January 14, 2014 in an Amount Not to Exceed \$900,000.00**
- REPORT:**                         Bills and Claims Detailed Summary
- PROPOSED ACTION:**           Authorize payment of Bills and Claims occurring between December 5, 2013 and January 14, 2014 in an amount not to exceed \$900,000.00

Galarza spoke on the report.

**Action:** Motion by Tucker, second by Parravano to authorize payment of Bills and Claims occurring between December 5, 2013 and January 14, 2014 in an amount not to exceed \$900,000.00. The motion passed by roll call vote.

Ayes:             4

Nays:            1 (Brennan)

**Public Comment on Item 7:**

Leonard Woren

**Staff Reports: a) Administration and Finance**

8     **General Manager – Grenell**

Grenell spoke on his report.

9     **Director of Finance – Galarza**

Galarza spoke on her report.

**Public Comment on Item 9:**

John Ullom

10    **Human Resources Manager – Harris**

Harris spoke on her report.

## **b) Operations**

### **11 Oyster Point Marina/Park and Pillar Point Harbor – Grindy**

Grindy spoke on her report.

## **Board of Harbor Commissioners**

### **12 A. Committee Reports- None**

#### **B. Commission Statements**

The Board of Harbor Commissioners may make public statements.

Holsinger wished everyone Happy Holidays.

Brennan asked about the Commercial Activity Permits for non-lessee fish buyers. She stated the policy was not being actively enforced and the fees were not being collected. Brennan asked why the District has the policy, if it should be removed because it was not being enforced. She stated she would request to place this item on a future agenda, unless the General Manager had an update with a resolution sooner. Brennan asked Grenell if there was an update that would be provided before her request. Grenell stated it was placed on a previous agenda and a status report was provided. He also stated that Brennan emailed him with a list of questions and responded that the questions were good answers and needed to be answered before implemented. Grenell stated he took issue with the way Brennan characterized his response. Brennan asked Grenell what was not accurate about what she said. Grenell responded she told him he didn't have a clue about the policy. Brennan responded she said that about the staff. Grenell stated that was not true as well.

Bernardo made a point of order that Brennan and Grenell were to not continue the conversation.

Brennan asked to clarify the date for the answered questions on the policy.

Holsinger made a point of order that it was a time for Commissioner Comments and not requests. Brennan stated she would bring it up at another meeting.

Brennan stated the situation with the policy related to Commercial Activity Permits for non-lessee fish buyers reflects upon the current fish buying fees that were being required of the





14 TITLE: **Conference with Real Property Negotiator Peter Grenell:  
Pursuant to Government Code Section 54956.8**

PROPERTY: Pillar Point Seafood (McHenry), Three Captains Sea  
Products, Inc. (Fortado), Morning Star Fisheries(Mallory),  
Johnson Pier, Pillar Point Harbor, El Granada, San Mateo  
County, APN 047-083-060

NEGOTIATING PARTIES: Pillar Point Seafood (McHenry), Three Captains Sea  
Products, Inc. (Fortado), Morning Star Fisheries  
(Mallory)

UNDER NEGOTIATION: Price, Terms and Conditions for Lease of Property

### **Open Session, cont'd.**

There was not reportable action from Closed Session.

### **Adjournment**

**Action:** Motion by Tucker, second by Parravano to adjourn the meeting. The motion passed unanimously.

Ayes: 5

Nays: 0

The meeting adjourned at 9:10 p.m.

The next scheduled meeting will be held on January 15, 2014 at the Municipal Services Building, 33 Arroyo Drive, South San Francisco at 6:00 p.m.

Agenda Posted As Required:  
November 27th at 3:30 p.m.

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Peter Grenell  
Acting Deputy Secretary

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Robert Bernardo  
President

# List to Follow

Leave of Absence

Instructions: Please print. Employee completes Part I and routes to supervisor. Supervisor completes Part II and routes to General Manager. General Manager completes Part III and then forwards to the Board of Harbor Commissioners for approval or disapproval.

Employee Name <i>Katherine Mickelson</i>	Position <i>AA/AT</i>	Hire Date <i>JUNE 21, 2011</i>
Last Date worked or To be worked <i>1/17/14</i>	Expected Date of Return <i>5/12/14</i>	Estimated Time away from Work <i>4 months</i>

Part I: Employee Completes

<input type="checkbox"/> Temporary Disability	Workers Compensation Case? <input type="checkbox"/> Yes <input type="checkbox"/> No Do you want to use your PTO when your Sick Leave/EIB is depleted? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Temporary Disability Due to Pregnancy	Do you want to use your PTO when your Sick Leave/EIB is depleted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Personal	Do you want to use your PTO until depletion? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Military	Do you want to use your PTO until depletion? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other	Do you want to use your PTO until depletion? <input type="checkbox"/> Yes <input type="checkbox"/> No
Employee's Comments	
<p>IMPORTANT NOTES TO EMPLOYEE:</p> <p>* Pursuant to the Personnel Rules and Regulations, the Board of Harbor Commissioners may grant an employee in a permanent position a leave of absence without pay not to exceed one (1) year.</p> <p>⇒ During the period of the Leave of Absence, employee shall not accrue service credits, nor shall the District continue contributions toward group insurance and retirement coverage.</p> <p>⇒ Please be sure to (1) notify your supervisor and general manager of your intent to return to work and (2) call the General Manager at least 1 week prior to your return to schedule an appointment for a return-to-work evaluation.</p>	
Employee's Signature <i>Katherine Mickelson</i>	Date Signed <i>12/16/13</i>

Part II: Supervisor Completes

Date Notified by Employee:	Date of First Scheduled Day Off: <i>1/20/14</i>	Expected Date of Return <i>5/12/14</i>	If leave is Elective: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Supervisor's Comments			
Supervisor's Signature		Dated Signed	

Part III: Administrative Section

<input type="checkbox"/> Temporary Disability	<input type="checkbox"/> Qualified	<input type="checkbox"/> Not Qualified	Maximum Length of Leave Allowed:
<input checked="" type="checkbox"/> Temporary Disability: Pregnancy	<input checked="" type="checkbox"/> Qualified	<input type="checkbox"/> Not Qualified	Date Position May be Posted
<input type="checkbox"/> Personal	<input type="checkbox"/> Qualified	<input type="checkbox"/> Not Qualified	Date sent to Board of Harbor Commissioners:
<input type="checkbox"/> Military	<input type="checkbox"/> Qualified	<input type="checkbox"/> Not Qualified	Board Action: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
<input checked="" type="checkbox"/> Other <i>FMLA</i>	<input checked="" type="checkbox"/> Qualified	<input type="checkbox"/> Not Qualified	
General Manager's Comments			
General Manager's Signature		Date Signed	



## STAFF REPORT

TO: San Mateo County Harbor District Commissioners

VIA: Peter Grenell, General Manager

FROM: Marietta Harris, Human Resource Manager

DATE: December 26, 2013

SUBJECT: **Resolution 01-14**  
**RECORDS MANAGEMENT: DESTRUCTION OF RECORDS**

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### STAFF RECOMMENDATION

- 1) Adopt Resolution 01-14 to authorize destruction of the records of the San Mateo County Harbor District as listed on Exhibit A – Records for Destruction.

### EXECUTIVE SUMMARY

#### Background

On July 17, 1996 the Board of Harbor Commissioners approved a Records Management Policy by adopting Resolution 19 – 96. This Policy contains a listing of records and their retention requirements.

#### Analysis

The Records listed in Exhibit A – Records for Destruction has been compared to the Records Management Policy. The Records in Exhibit A – Records for Destruction have all reached their required retention date. There is no direct fiscal impact of this action. Destruction of these Records will free up space in the storage room and allow other records to be transferred to the storage room. This, in turn, will limit the need to purchase additional filing cabinets for the Administration Office.

#### Conclusion

Staff has reviewed these Records and the Records Management Policy carefully and recommends that the Board of Harbor Commissioners authorize destruction of the Records listed in Exhibit A – Records for Destruction.

#### Alternatives

1. Authorize destruction of the Records listed in Exhibit A – Records for Destruction.
2. Authorize destruction of some of the Records listed in Exhibit A – Records for Destruction.
3. Do not authorize destruction of the Records listed in Exhibit A – Records for Destruction.

#### ATTACHMENTS

- Resolution 01-14, Exhibit A
- Policy 2.1.4

**Resolution 01—14**  
of the  
**San Mateo County Harbor District**  
To  
**Authorize the Destruction of Records**

**Whereas**, the Board of Harbor Commissioners approved the Records Management Policy by adopting Resolution 19 — 96 on July 17, 1996, and

**Whereas**, a list of records for destruction has been compiled and approved by the General Manager and the District Counsel.

**Therefore, be it resolved** that the records listed in the Exhibit A - Records for Destruction, incorporated by reference herein, may be disposed of in any manner determined by the General Manager, consistent with all relevant regulations. The destruction of these records will not adversely affect any interest of the District or the public.

**Further, be it resolved** that the Board of Harbor Commissioners does hereby adopt this Resolution 01-14.

Approved at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Abstaining:

Absent:

Attested

**BOARD OF HARBOR COMMISSIONERS**

\_\_\_\_\_  
Peter Grenell  
Acting Deputy Secretary

\_\_\_\_\_  
Robert Bernardo  
President

## General Correspondence for Destruction

SMCHD Policy 2.1.4

RECORDS TITLE	RETENTION	KEPT BY
Correspondence- General	4 years	Each Dept.

<b>BOX #1</b>	<b>2005-2006</b>	Accounts Payable	A-C
<b>BOX #2</b>	<b>2005-2006</b>	Accounts Payable	CIG-H
<b>BOX #3</b>	<b>2005- 2006</b>	Accounts Payable	I-N
<b>BOX #4</b>	<b>2005- 2006</b>	Accounts Payable	O-SBC (Partial)
<b>BOX #5</b>	<b>2005-2006</b>	Accounts Payable	S-Z
<b>BOX#6</b>	<b>2006-2007</b>	Accounts Payable	A-C
<b>BOX #7</b>	<b>2006-2007</b>	Accounts Payable	C-H
<b>BOX #8</b>	<b>2006-2007</b>	Accounts Payable	I-N
<b>BOX #9</b>	<b>2006-2007</b>	Accounts Payable	O-S
<b>BOX#10</b>	<b>2006-2007</b>	Accounts Payable	T-Z
<b>BOX #11</b>	<b>2007-2008</b>	Accounts Payable	A-B
<b>BOX #12</b>	<b>2007-2008</b>	Accounts Payable	C-G
<b>BOX #13</b>	<b>2007-2008</b>	Accounts Payable	H-N
<b>BOX #14</b>	<b>2007-2008</b>	Accounts Payable	O-S
<b>BOX #15</b>	<b>2007-2008</b>	Accounts Payable	T-Z
<b>BOX #16</b>	<b>2005-2006</b>	General Journal	Entries- Box #1 of 2
<b>BOX #17</b>	<b>2005- 2006</b>	General Journal	Entries- Box #2 of 2



<b>BOX #18</b>	<b>2006-2007</b>	General Journal Entries	
<b>BOX #19</b>	<b>2005-2006</b>	Finance	Box #1 of 2
<b>BOX #20</b>	<b>2005-2006</b>	Finance	Box #2 of 2
<b>BOX #21</b>	<b>2006-2007</b>	Finance	
<b>BOX #22</b>	<b>May 2007- August 2007</b>	Checks	
<b>BOX #23</b>	<b>June 2008- October 2008</b>	Checks	
<b>Box #24</b>	<b>November 2006- April 2007</b>	Cash Receipts/Stubs/Daily	
<b>BOX #25</b>	<b>1988-1990</b>	Harbormaster Files	
<b>BOX #26</b>	<b>1984</b>	Resolutions	
	<b>1984</b>	Agendas and Minutes	
	<b>1984</b>	SMCHD vs. Thomas Forcier "the slowly"	
	<b>1985</b>	General Files 1, 2, 3, 4	
	<b>1986</b>	BCOC Live Aboards	
	<b>1986</b>	OPM Sea Scout Lease	

# San Mateo County Harbor District

<b>Policies and Procedures</b>	<b>Number:</b> 2.1.4	<b>Approved Date:</b> 7/17/96	<b>Effective Date:</b> 7/17/96
<b>Title:</b> Records Management Policy	<b>Prepared By:</b> Stilwell	<b>Approved By:</b> Resolution 19—96	<b>Page:</b> Page 1 of 4
<b>Purpose:</b> To establish a comprehensive written Records Management Policy.			

## Objective

This section contains instructions for the establishment and administration of the San Mateo County Harbor District's Records Management Policy. The policy contains basic procedures to be used in the retention, maintenance, and disposition of all District records.

The overall objective of this policy is to protect and preserve the District's records. Our goals include:

1. Continual transfer of inactive records to Records Storage thereby avoiding purchase of new filing equipment.
2. Assisting in maintaining and updating the filing system.

Records eligible for destruction may be destroyed with the approval of the Board of Harbor Commissioners by resolution and the written consent of the District Counsel. The person in charge of the destruction of records must send lists of records eligible for destruction to the District Counsel and the Board of Harbor Commissioners for approval for destruction, or have each schedule approved in advance by those two offices, and also forward any changes to them for prior approval.

Section §6200 of the Government Code stipulates it is illegal to destroy any record filed in a public office.

Section §34090 of the Government Code establishes exceptions to the above rule: department heads may destroy any record over two years old, with the Commission and District Counsel approval as long as it is not one of the following:

The following are considered permanent records and under no circumstances may be destroyed:

- a) Records affecting the title to real property or liens thereon
- b) Court Records
- c) Records required to be kept by statute
- d) The minutes, ordinances, or resolution of the legislative body or of any board or commission.

For those records that cannot be destroyed a procedure described in Government Code Section §34090.5 allows copies to be retained in lieu of originals:

1. Documents must be photographed or micro photographed on film approved by the National Bureau of Standards.
2. Reproduction must be accurate and legible.
3. Reproduction must be as accessible to the public as the original.
4. A true copy of archival quality of film reproduction must be kept in a secure place.

<b>Policies and Procedures</b>	<b>Number:</b> 2.1.4	<b>Approved Date:</b> 7/17/96	<b>Effective Date:</b> 7/17/96
<b>Title:</b> Records Management Policy	<b>Prepared By:</b> Stilwell	<b>Approved By:</b> Resolution 19—96	<b>Page:</b> Page 2 of 4

## Schedule

RECORDS TITLE	RETENTION	KEPT BY
Accident Reports	50 years	Admin.
Accounts Payable	5 years	Finance
Accounts Receivable	5 years	Finance
Administrative Regulations Procedures	Permanent	Admin.
Advertisements	7 years	Admin.
Agendas	Permanent	Admin.
Audits	Permanent	Finance
Bank Reconciliations	5 years	Finance
Berther Records	7 years	Operations/Finance
Bids/specifications (if accepted)	Life of guarantee or grant, if any, plus 7 years	Admin.
Budgets	Permanent	Finance
Canceled Checks	10 years	Finance
Cash Receipt Stubs/Daily	5 years	Finance
Chronological Copies	5 years	Each Dept.
Claims/Suits (against District)	7 years past settlement of the claim/suit	Admin.
Commercial Activity Permits	7 years from expiration of permit	Admin.
Complaints	3 years	Operations
Conflict of Interest Code & Statements	4 years	Admin.
Contracts	Life of contract plus 7 years	Admin.
Correspondence - General	4 years	Each Dept.
Court Records	Permanent	Admin.
Credit Card Transmittals	7 years	Finance
Deeds	Permanent	Admin.
Deferred Compensation	Permanent	Finance
Deposit Slips	5 years	Finance
Employees	Permanent	Admin.
Employment Applications (not hired)	2 years	Admin.

<b>Policies and Procedures</b>	<b>Number:</b> 2.1.4	<b>Approved Date:</b> 7/17/96	<b>Effective Date:</b> 7/17/96
<b>Title:</b> Records Management Policy	<b>Prepared By:</b> Stilwell	<b>Approved By:</b> Resolution 19—96	<b>Page:</b> Page 3 of 4

RECORDS TITLE	RETENTION	KEPT BY
Financial Statements	Permanent	Finance
Fixed Assets	Permanent	Finance
Grants	Life of the grant plus 10 years	Finance
Grievances	3 years after case closed	Admin.
Historical (District)	Permanent	Admin.
Incident Reports	Permanent	Operations
Insurance Policies	Life of the policy plus 7 years	Admin.
Interoffice (Memos)	4 years	Each Dept.
Job Descriptions	5 years after termination	Admin.
Labor Relations	50 years	Admin.
Leases	7 years	Admin.
Ledgers	7 years	Finance
Ledgers (Payroll)	25 years	Finance
Lien Sales	10 years	Operations
Liens	Permanent	Finance
Litigation	Permanent	Admin.
Log Books	Permanent	Harbormaster
Maintenance Records (Repairs)	Life of equipment	Harbormaster
Maps	12 years	Admin.
Meeting Packets	12 years	Admin.
Memorandums of Understanding	50 years	Admin.
Minutes	Permanent	Admin.
Notice of Completion	Permanent	Admin.
Ordinances	Permanent	Admin.
Payroll (Including W-2 Forms)	50 years	Finance
Payroll Deductions Records	7 years	Finance
Payroll Distribution	7 years	Finance
Payroll Employee Reference Reports	7 years	Finance
Payroll Recaps	7 years	Finance
Permits	7 years	Admin.
Personnel Exams	50 years	Admin.

<b>Policies and Procedures</b>	<b>Number:</b> 2.1.4	<b>Approved Date:</b> 7/17/96	<b>Effective Date:</b> 7/17/96
<b>Title:</b> Records Management Policy	<b>Prepared By:</b> Stilwell	<b>Approved By:</b> Resolution 19—96	<b>Page:</b> Page 4 of 4

RECORDS TITLE	RETENTION	KEPT BY
Personnel Files	50 years	Admin.
Personnel Injury Report Forms	50 years	Admin.
Petitions	12 years	Admin.
Petty Cash Records	5 years	Finance
Plans (as built)	Life of the facility	Admin.
Policies	Permanent	Admin.
Project Files	1 year after project is closed	Admin.
Property Owned	Permanent	Admin.
Publications	5 years	Finance
Purchase Orders	5 years	Finance
Receipts	5 years	Finance
Requisitions	5 years	Finance
Resolutions	Permanent	Admin.
Salaries	Permanent	Finance
Salary Schedule	Permanent	Admin.
Shift Schedules	5 years	Harbormaster
Tape of Meetings	Until minutes are approved or 30 days after taping, whichever is later; unless, someone has asked for a copy of a tape, then keep that tape as long as the meeting packet	Admin.
Time Sheets	5 years after termination	Finance
Title Records	Retain until property is transferred or no longer owned by the District	Admin.
Vehicle Files	Life of the vehicle	Operations
Warrant Registers	Permanent	Finance
Workers' Compensation Claims	Permanent	Admin.

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Revision History

Original Adoption      7/17/96

# Memo

**DATE:** January 9, 2014

**TO:** Board of Harbor Commissioners

**FROM:** Peter Grenell  
General Manager

**RE:** Resolution 02-14 authorizing the General Manager to execute a Grant Agreement with the Department of Boating and Waterways not to exceed \$53,000 from the Abandoned Watercraft Abatement Fund

**CC:** Managers  
District Counsel

## RECOMMENDATION

Adopt Resolution 02-14 authorizing the General Manager to execute a Grant Agreement with the Department of Boating and Waterways not to exceed \$53,000 from the Abandoned Watercraft Abatement Fund.

## BACKGROUND

The Department of Boating and Waterways has approved the Harbor District's grant application for \$53,000 of Abandoned Watercraft Abatement Fund money to remove selected abandoned vessels from Pillar Point Harbor. This is another of a continuing series of grant requests for boat removal at both District harbors.

The District has just received the grant contract, which must be executed and accompanied by a Resolution stating that the District agrees with the terms and conditions of the grant Agreement and authorizes the General Manager to execute the Agreement.

In order to expedite receipt of the grant funds and removal of the vessels as quickly as possible, staff presents this recommendation for immediate Commission action.

# Resolution 02-14

of the

San Mateo County Harbor District

to

**Authorize the General Manager to Execute a Grant Agreement with the California State Parks, Division of Boating and Waterways for an Amount not to exceed \$53,000.00 from the Abandoned Watercraft Abatement Fund**

**Whereas**, Pillar Point Harbor has determined that there are as many as two abandoned vessels which may be a hazard to navigation and/or the environment, having an estimated cost for removal and/or demolition of \$53,000.00; and,

**Whereas**, the California Department of Boating and Waterways has offered funding for removal and/or demolition of these vessels through the Abandoned Watercraft Abatement Fund Program; and,

**Whereas**, Pillar Point Harbor is in the process of seeking funds from the Abandoned Watercraft Abatement Fund Program for the removal and/or demolition of these vessels and has received authorization from the Department of Boating and Waterways for an amount not to exceed \$53,000.00 and is dated August 1, 2013 to July 31, 2014

**Therefore, be it resolved** that the Board of Harbor Commissioners approves the terms and conditions of the Standard Agreement with the Department of Boating and Waterways and authorizes the General Manager to execute this agreement.

**Be it further resolved** that the Board of Harbor Commissioners appoints General Manager Peter Grenell to be the District's designee for the purposes of the Standard Agreement with the Department of Boating and Waterways.

Approved at the regular meeting of the Board of Harbor Commissioners by a recorded vote as follows:

For:

Against:

Abstaining:

Absent:

Attested

**BOARD OF HARBOR COMMISSIONERS**

---

Peter Grenell  
Acting Deputy Secretary

---

Robert Bernardo  
President



## San Mateo County Harbor District

TO: San Mateo County Harbor District Commissioners

FROM: Scott Grindy, Harbor Master

DATE: December 19, 2013

SUBJECT: Pillar Point Harbor Concessionaires Building  
Sewer Line Repair Project Bid Award

---

### **RECOMMENDATION:**

Accept the bid from NorCal Pipeline Services of \$163,250 as the lowest responsible bidder and authorize the General Manager to execute a contract with NorCal Pipeline Services in an amount not to exceed \$187,738 (\$163,250 bid amount plus 15% contingency of \$24,487.) for the purpose of sewer pipe repairs at the Pillar Point Harbor Concessionaires Building.

### **PROJECT BACKGROUND**

Initially in November of 2013, the Harbor Commission Board authorized seeking bids for repairs to the Pillar Point Harbor Concession Building. Two firms considered bidding but did not bid due to additional information required. Information was gathered by the District's engineering firm GHD and the work was rebid. Only one bid was received in the second bidding.

Firm references have been checked. GHD has also recommended the firm.

There has not been a determination of leakage of the sewer main line, but there are settling issues where gravity slope or bends at joints have been causing down line blockages. Blockages via gravity flow at these settling problem areas have been downstream of Princeton Seafood building, and have been mainly caused by paper towels and other debris put down the drain.

Later in the 2013 year, during general repairs of one of the restaurant facilities which included lateral sewer line changes and repairs, a portion of a bar sink lateral line was found to have corroded away on the bottom side of the pipe.

The project will be scheduled with the tenants for the least amount of service interruption with most work to be done at closed business hours. The work is anticipated to be complete by the end of March 2014.

### **PROJECT METHOD OF REPAIR**

This project is a cured-in-place pipe (CIPP) lining. In laymen's terms the main sewer line and the lateral sewer lines (lateral lines are smaller pipes from sinks, dishwashers etc. that connect to the main line) will have a pipe liner pulled through the pipe; it is then connected/joined and cured in place. Access holes are made for some of the liner pipe pulling activity in both exterior and interior areas. Installation of a pipe liner system is a common repair method for applications where sewer pipes are under a slab foundation,





## San Mateo County Harbor District

so as to reduce impact, cost and downtime to business's above. The design engineer's recommendation for this project effort is to install a liner pipe system which will lessen the impact to the businesses at this location and the majority of the work will be done after hours of each business.

*(The only other project alternative, which is not acceptable, would be to tear up all floors and replace the main sewer and lateral lines. No doubt this would have a major down time impact to the businesses and their long term customer base)*

The project will also include the use of a portable restroom trailer unit behind the building for employee and guest use when regular restrooms are being worked on. Additionally, the contractor will provide a portable drainage system for gray water applications if a sink or equivalent is not available due to the work effort.

The overall project goal is to provide a project that will have low business impact, and protect health and safety aspects during the project.

A building permit from San Mateo County will be required for this project; however no permit will be required for this repair from Granada Sanitary District per their engineer.

Notice has been provided to the tenants of the Concessionaires Building of the work intent and the calendar period expected for this project. In November, an invitation to discuss the project was made and only one tenant attended (Princeton Seafood).

A tenant pre-construction meeting prior to the start of actual construction work will be convened as a coordination effort for lessening business impact.

Approved Budget for FY 2013/14 was \$150,000. The engineers estimate for this project was \$165,600.

Budget Code 201.940.110.



## Memorandum

January 7, 2014

To	Scott Grindy - San Mateo Harbor District Harbormaster		
Copy to	Linda Ye Zou- San Mateo Harbor Project Manager, Craig Lewis - GHD		
From	Allan Briggs	Tel	(415) 283-4970
Subject	Pillar Point Bid Evaluation Summary	Job no.	8410340

Bid Opening for the Pillar Point Harbor Sanitary Sewer Line Replacement was on December 17<sup>th</sup> at 10:00 am. The District received one bid, even though there were two prospective bidders that attended mandatory pre-bid conference meetings.

NorCal Pipeline Services submitted a bid on December 16<sup>th</sup>, 2013 for the amount of \$163,250 which was approximately 1.5% less than the Engineers estimate of \$165,600. Norcal's bid was therefore within the cost range estimated by GHD.

The bidder has provided the following documents as part of its bid:

1. Completed Section 00310 – Bid Schedule
2. Completed Section 00410 - Bid Guaranty Bond
3. Completed Section 00420 – Certification of Bidder's Experience and Qualifications
4. Completed Section 00430 - Bidder Certification Form
5. Completed Section 00450 – Proposed Subcontractors
6. Completed Section 00460 – Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid.

In addition to submitting the above required documents, Norcal also meets the requirements of the minimum percentage of the work (25%) to be done by the main contractor and is therefore considered responsive. Despite the fact that the City received one bid, the job was competitively as two bidders attended the mandatory pre-bid meeting. All indications up to bid day was that the second prospective bidder was going to submit a bid. Efforts to contact them post bid opening have been in vain. They have not responded to several calls as to why they did not bid on the job.

GHD recommends that the District award the contract for the Pillar Point Harbor Sanitary Sewer Line Replacement to Norcal.

Regards,

SECTION 00300

BID

DATE:

The undersigned, as bidder, declares that it has received and examined the Project Manual entitled PILLAR POINT HARBOR SANITARY SEWER LINE REPLACEMENT and will contract with the Owner, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract for the construction of the PILLAR POINT HARBOR SANITARY SEWER LINE REPLACEMENT at the prices and on the terms and conditions herein contained.

Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain open and subject to acceptance for sixty (60) calendar days after the day of Bid Opening. Bidder will sign and submit the Agreement, Bonds and other documents required by Section 00100 Instructions to Bidders, within ten (10) calendar days after receipt of Owner's Notice of Award.

Bidder has visited the site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the project and the site, as set forth in Section 00500 (Agreement).

We agree that the following shall form a part of this bid:

<u>SECTION</u>	<u>TITLE</u>
00300	Bid
00310	Bid Schedule
00410	Bid Guaranty Bond
00420	Certification of Bidder's Experience and Qualifications
00430	Bidder's Certifications
00440	Work to be Performed by Bidder
00450	Proposed Subcontractors
00460	Non-Collusion Affidavit

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<u>Addenda #</u>	<u>Received</u>	<u>Initials</u>
<u>1</u>	11/22/13	J
<u>2</u>	12/6/13	J
<u>3</u>	12/13/13	J
<u>    </u>	<u>    </u>	

and names of all individual co-partners composing the firm and/or officers authorized to sign contracts; if Bidder or other interested person is an individual, give first and last names in full).

[NAME OF BIDDER]

NorCal Pipeline Services; David A. Jaeger President,  
David L. Jaeger Vice President, William L. Jaeger Secretary,  
Incorporated in California.

licensed in accordance with an act for the registration of Contractors, and with license number:

935878-A

Business Address:

1459 Market Street, Yuba City, CA 95991

Telephone Numbers: (530) 673-7870

Email Address: larry@norcalpipe.com

Date of Bid: Dec. 17, 2013

935878  
Contractor's License No.

7/31/15  
License Expiration Date

[Signature]  
Signature of Bidder

President  
Title of Signatory

[Signature]  
Witness

Sec  
Title of Witness

1459 Market St. - Yuba City, Ca  
Address of Bidder 95991

California  
State of Incorporation

**\*END OF SECTION\***

BID SCHEDULE – BID SUMMARY  
TOTAL BID PRICE

one hundred sixty-three thousand two hundred fifty Dollars and zero Cents  
(Words)

\$163,250.00  
(Numbers)

Name of Bidder NorCal Pipeline Services

\*END OF SECTION\*

SECTION 00410

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, NOR-CAL PIPELINE SERVICES AS PRINCIPAL, AND SURETEC INSURANCE COMPANY AS SURETY, are held and firmly bound unto the San Mateo County Harbor District in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the San Mateo County Harbor District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the San Mateo County Harbor District to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$ \*\*TEN PERCENT (10%) OF AMOUNT BID\*\*

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the above-mentioned bid to the San Mateo County Harbor District, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at San Mateo County Harbor District, 400 Oyster Point Blvd. Suite 300, South San Francisco, CA 94080:

**PILLAR POINT HARBOR SANITARY SEWER LINE REPLACEMENT**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the San Mateo County Harbor District, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this 10th day of December, 20 13.

NOR-CAL PIPELINE SERVICES  
Title of Signator  
  
Signature of Principal  
1450 Market Street  
Address: Yuba City, CA 95991

SURETEC INSURANCE COMPANY  
Title of Signator  
Signature of Surety Karen Amin, Attorney-in-Fact  
3033 5th Avenue, Ste. 300  
Address: San Diego, CA 92103

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

**\*END OF SECTION\***

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Joaquin }

On December 10, 2013 before me, Jennifer Loper, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Karen Amin  
Name(s) of Signer(s)

who 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 Jennifer Loper  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bid Guaranty Bond

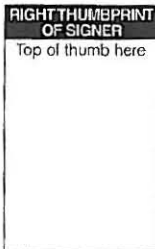
Document Date: December 10, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Karen Amin

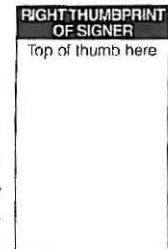
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: SureTec Insurance Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Daniel M. Connolly, David Schnapp, Karen Amin

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

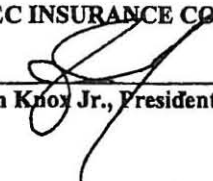
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

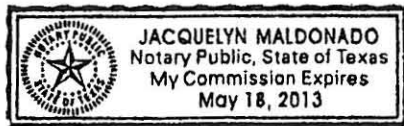
**SURETEC INSURANCE COMPANY**

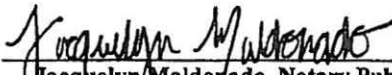
By:   
John Knox Jr., President



State of Texas                      ss:  
County of Harris

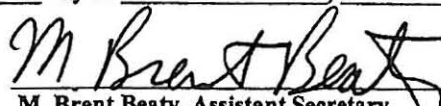
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of December, 2013, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



SECTION 00420

CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The bidder shall answer the following questions:

**LICENSES:**

1. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

935878 July 31, 2015  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How long has your organization been in the business in California as a contractor under your present business name and license number? 5 years

3. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

David A. Jaeger  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Has your firm changed names or license numbers in the past five years?

Yes  No

If "Yes", explain on a separate signed page, including the reason for the change.

10. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes  No

If "Yes", explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

**NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amount of less than \$50,000.**

11. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes  No

If "Yes", on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

12. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes  No

If "Yes", on separate signed sheets of paper identify the claim by providing the project name, date of claim, name of the entity (entities) against whom the claim was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

**FISCAL PERFORMANCE:**

13. Is your firm currently the debtor in a bankruptcy case?

Yes  No

If "Yes", please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

14. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 13, above)

Yes  No

19. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes       No

If "Yes", please explain the reason for the absence of workers' compensation insurance on a separate signed page.

20. At the time of submitting this bid, is your firm eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code Section 1777.7?

Yes       No

If the answer is "Yes", state the beginning and ending dates of the period of debarment.

---

#### CRIMINAL MATTERS AND RELATED CIVIL SUITS:

21. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes       No

22. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes       No

If "Yes", explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

23. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes       No

If "Yes", explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

24. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes       No

**PREVAILING WAGE and APPRENTICESHIP COMPLIANCE RECORD:**

29. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

Yes  No

NOTE: This question refers only to your firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If "Yes", attach a separate signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which hit was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that your were required to pay.

30. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes  No

If "Yes", attach a separate signed page describing the nature of the violation, identify the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of the penalty paid.

**[Complete 31, and/or 32, and/or 33 if Applicable]**

31. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the San Mateo County Harbor District.

N. California Laborers Union  
220 Campus Lane  
Sanfield, Ca 94534

32. If your firm operates its own State-approved apprenticeship program:

- Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

3. Project Name: SASD September CIPP Work Orders Bundle 1  
Owner: Sacramento Area Sewer District  
Construction Cost: \$ 55,990.00  
Construction Time: 56 Calendar Days  
Owner's Representative: Debbie Myers  
Owner's Telephone No.: (916) 875-3037  
Date of Substantial Completion: 2012
4. Project Name: 2012 Sewer Rehabilitation Project  
Owner: City of Geres  
Construction Cost: \$ 159,250.00  
Construction Time: 159 Calendar Days  
Owner's Representative: Lenard Guillette  
Owner's Telephone No.: (209) 538-5630  
Date of Substantial Completion: 2013
5. Project Name: Sewer lining Project  
Owner: City of Santa Cruz  
Construction Cost: \$ 224,120.00  
Construction Time: 224 Calendar Days  
Owner's Representative: Steve Wolfman  
Owner's Telephone No.: (831) 420-5428  
Date of Substantial Completion: 2013



California License No. 935878

NOR-CAL PIPE INSPECTION

NOR-CAL PIPELINE SERVICES  
CURED-IN-PLACE LINING CREW EXPERIENCE

**Larry J. Lopes - Senior Project Manager / Estimator**

Over 17 years as estimator and project manager for cured-in-place lining. Managed over 500 projects from 4-inch to 48-inch CIPP lining for JF Pacific Liners, Inc. / Veolia ES.

**Manvir Badyal – Project Manager**

4 years as field engineer and project manager for cured-in-place lining. Managed over 25 projects from 4-inch to 60-inch CIPP lining for Insituform Technologies, LLC.

**Peter Navarro – CIPP Superintendent**

8 years of on site supervision of over 200 lining projects from 4-inch to 54-inch lining projects for Insituform Technologies, LLC and JF Pacific Liners, Inc. / Veolia ES, including sewer flow control. Also PAPC certified.

**Sean Ware – Lateral Cutter / CCTV Operator**

Over 4 years of experience in reinstatement of over 2000 laterals using robotic cutters for JF Pacific Liners Inc. / Veolia ES. PACP Trained and Certified CCTV Operator.

**Bill Armstrong – Supervisor**

3 years' experience of lateral lining and spot repair installations using LMK products. PACP Trained and Certified CCTV Operator

**Mike Delcastillo – Field Technician**

3 years' experience of lateral lining and spot repair installations using LMK products. PACP/LACP/MACP Trained and Certified CCTV Operator

**Heath Brunner – Field Technician**

3 years' experience of lateral lining and spot repair installations using LMK products. PACP/LACP/MACP Trained and Certified CCTV Operator

Signed this Dec. 13 day of December, 2013.

NorCal Pipeline Services  
Name of Bidder

935878  
Contractor's License No.

7/31/15  
Expiration Date

  
Signature of Bidder

President  
Title of Signator

**\*END OF SECTION\***



**CERTIFICATE OF BONDING CAPACITY AND INSURABILITY**

The undersigned certifies that, at the time of bidding, and throughout the period of the contract, the Bidder has the ability to maintain the levels of insurance as specified in Section 00820 of this Document, and the Bidder's current bonding capacity is sufficient for the project for which it is bidding.

Alliant Insurance Company  
NAME OF INSURANCE COMPANY OR AGENT

Sure Tee Insurance Company  
NAME OF SURETY INSURER

BIDDER'S SIGNATURE 

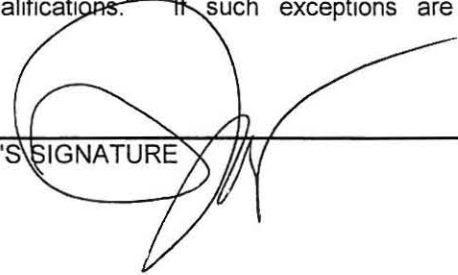
**STATEMENT OF CONVICTIONS**

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

BIDDER'S SIGNATURE 

**PREVIOUS DISQUALIFICATIONS**

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

BIDDER'S SIGNATURE 

SECTION 00450

PROPOSED SUBCONTRACTORS

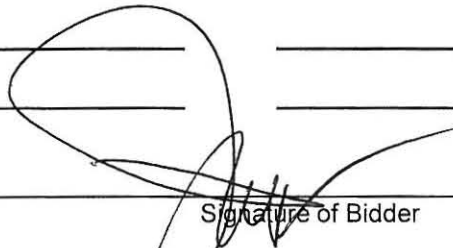
Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or the improvement, or a subcontractor licensed by the State of California who, under subcontract of the prime contractor, specially fabricates and installs portions of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid.

Contractor will not be permitted to change this listing without prior written approval of the Owner. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, it shall be understood that the Contractor will perform such work without subcontracting the same, and they will not be permitted to subcontract said work without prior written approval of the Owner.

The percentage of work, labor, or services which will be done or rendered by each subcontractor.

<u>Name</u>	<u>Business Address</u>	<u>Description of Work</u>	<u>% of Work</u>
The Trenchless Co.	600 Broadway, Ste. C Sacramento, CA 95818	4" lining	60%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

  
\_\_\_\_\_  
Signature of Bidder

NorCal Pipeline Services  
\_\_\_\_\_  
Name of Bidder

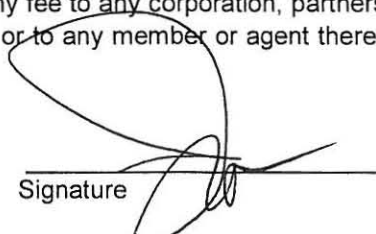
\*END OF SECTION\*

SECTION 00460

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

State of California )  
County of Sutter ) ss.

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

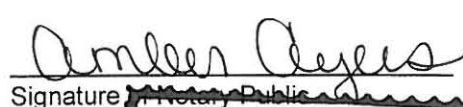
  
Signature

State of California  
County of Sutter

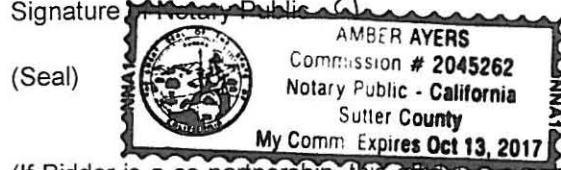
David A. Jaeger  
Name of Bidder

Subscribed and sworn to (or affirmed) before me on this 13 day of December, 2013.  
David A. Jaeger, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

President  
Title

  
Signature of Notary Public

12/13/13  
Date



(If Bidder is a co-partnership, this affidavit must be signed and sworn to by every member of the firm.)

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**  
**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

\_\_\_\_\_  
*Signature of Document Signer No. 1*

\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

State of California

County of Sutter

Subscribed and sworn to (or affirmed) before me

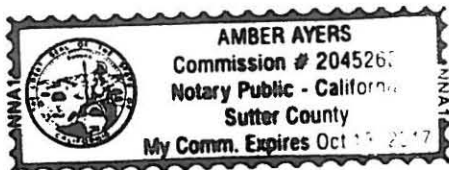
on this 13 day of December, 2013,  
by \_\_\_\_\_  
*Date Month Year*

(1) David A. Jaeger

(2) \_\_\_\_\_

*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.



*Place Notary Seal Above*

Signature Amber Ayers  
*Signature of Notary Public*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document  
or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Non-collusion Affidavit

Document Date: Dec. 13, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

November 22, 2013

SUBJECT: **ADDENDUM NO. 1**  
**San Mateo County Harbor District**  
**Pillar Point Harbor – Sanitary Sewer Line Replacement**

To Prospective Bidders:

The following are changes to the contract specifications and plans for the above referenced project:

This addendum is hereby made a part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for Pillar Point Harbor - Sanitary Sewer Line Replacement Project.

**BID OPENING:**

1. Bid date opening has changed to December 17, 2013.

**SPECIFICATIONS:**

2. Reference: **SECTION 00020 – INVITATION TO BID;**

Replace the following paragraph:

SEALED BIDS will be received by the San Mateo County Harbor District at the District Administration Office, until 10:00 AM November 25, 2013, at which time they will be publicly opened and read for performing work as follows:

With the following:

SEALED BIDS will be received by the San Mateo County Harbor District at the District Administration Office, until 10:00 AM December 17, 2013, at which time they will be publicly opened and read for performing work as follows:

3. Reference: **SECTION 00020 – INVITATION TO BID;**

Replace the following paragraph:

Project is to be completed within 60 consecutive calendar days from the date specified in the Notice to Proceed. Time for commencement

To: Prospective Bidders  
Subject: **ADDENDUM NO. 1**  
November 22, 2013  
Page 2 of 6

and completion of the work is important, and is to be of the essence of the Contract.

With the following:

Project is to be completed within **45** consecutive calendar days from the date specified in the Notice to Proceed. Time for commencement and completion of the work is important, and is to be of the essence of the Contract.

4. Reference: **SECTION 00020 – INVITATION TO BID;**

Replace the following paragraph:

A mandatory prebid conference will be held at **8:00 AM on November 15, 2013** at the **Pillar Point Harbor at the Harbor Master Office in Half Moon Bay**. Failure to attend will cause disqualification of a bidder.

With the following:

Two (2) prebid conferences will be held for this project. The first will be at **8:00 AM on November 15, 2013** at the **Pillar Point Harbor at the Harbor Master Office in Half Moon Bay**. The second will be at **8:00 AM on December 9, 2013** at the **Pillar Point Harbor at the Harbor Master Office in Half Moon Bay**. Attendance of one (1) of the pre-bid conferences is mandatory. Failure to attend either one of these prebid meetings will cause disqualification of a bidder.

5. Reference: **SECTION 00100 – INSTRUCTION TO BIDDERS;**

Replace Section 4, Pre-Bid Conference and Site Visit with the following:

4.0 PRE-BID CONFERENCE AND SITE VISIT.

Owner will conduct two Pre-bid Conference and Site Visits. The first will be at **8:00 AM on November 15, 2013** at the Harbormasters Office at Pillar Point Harbor, One Johnson Pier, Half Moon Bay, California. The second will be at **8:00 AM on December 17, 2013** at the Harbormasters Office at Pillar Point Harbor, One Johnson Pier, Half Moon Bay, California. Attendance of one of the pre-bid conferences is mandatory. The Pre-bid Conference and Site Visit will take approximately 2-3 hours.

To: Prospective Bidders  
Subject: **ADDENDUM NO. 1**  
November 22, 2013  
Page 3 of 6

Owner will transmit to all prospective Bidders of record such Addenda, as Owner in its discretion considers necessary in response to questions arising at the Prebid Conference. Oral statements shall not be relied upon and will not be binding or legally effective. Owner will issue Minutes of the Pre-bid Conference, which shall constitute the sole and exclusive record, and statement of the results of the Pre-bid Conference. The minutes issued by Owner are not Contract Documents.

6. Reference: **SECTION 00100 – INSTRUCTION TO BIDDERS;**

Replace the third paragraph under Section 32.0, Contract and Bonds with the following:

Corporate sureties on bonds accompanying Bids must be legally authorized to engage in business of furnishing surety bonds in State of California. Sureties must be satisfactory to San Mateo County Harbor District. Within the timeframe for submission of bonds, Contractor shall also provide a certificate from the Clerk of San Mateo County confirming that the corporate surety insurers are admitted surety insurers in the State of California. Upon request of San Mateo County Harbor District, Contractor shall provide to San Mateo County Harbor District the following documents within five (5) days of the date of any written request: (1) a certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so; (2) a certified copy of the certificate of authority of the surety insurer issued by the California State Insurance Commissioner; and/or (3) copies of the surety insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance.

7. Reference: **SECTION 00100 – INSTRUCTION TO BIDDERS;**

Replace the third paragraph under Section 34.0, Execution of Contract with the following:

**34.0 EXECUTION OF CONTRACT**

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within five (5) days after receiving written Notice of Award of the Contract. Time is of the essence in this regard. After execution by Owner, one copy of the Agreement shall be returned to Contractor.

To: Prospective Bidders  
Subject: **ADDENDUM NO. 1**  
November 22, 2013  
Page 4 of 6

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within five (5) days after receiving written notice of the Award of the Contract constitutes a default. In the event of a default, the Owner may award the Contract to the next lowest bidder or may readvertise for bids. The Owner may charge against the defaulting bidder the greater of (1) the amount of the bid bond, or (2) the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Owner for a refund.

8. Reference: **SECTION 00300 – BID;**

Replace the second paragraph on page 17 with the following:

Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain open and subject to acceptance for sixty (60) calendar days after the day of Bid Opening. Bidder will sign and submit the Agreement, Bonds and other documents required by Section 00100 Instructions to Bidders, within five (5) calendar days after receipt of Owner's Notice of Award.

9. Reference: **SECTION 00500 – AGREEMENT;**

Replace the section on TERMS with the following:

**1. Contract Time.**

The Work will be completed within **45 calendar** days from the date when the Contract Time commences to run as provided in Section 00810 MODIFICATIONS TO GENERAL CONDITIONS.

10. Reference: **SECTION 00810 – MODIFICATIONS TO GENERAL CONDITIONS;**

Replace the section 2.0, TIME ALLOWED FOR COMPLETION with the following:

**2.0 TIME ALLOWED FOR COMPLETION**

In accordance with the provisions of Paragraph 00700-6.2, TIME OF COMPLETION, this project shall be completed within **45 consecutive days** from the effective date of the Notice to Proceed.



11. Reference: **SECTION 01010 – SUMMARY OR WORK**

Revise paragraph 2.0 **WORK SEQUENCE AND CONSTRAINTS** to read:

Locations can be high traffic areas and will require shut down of businesses to allow contractor to perform the required work. To minimize disruption to affected businesses, Work will be allowed at night, outside of normal business hours. Work will be scheduled and coordinated with the County and with the individual business owners. Contractor shall provide a schedule of work no later than five (5) business days following receipt of notice of award. A minimum of 72 hours notice of work commencing must be made so that appropriate postings can occur. Work schedule will be approved by the County prior start of work effort.

12. Reference: **SECTION 01310 – PROGRESS SCHEDULES;**

Replace the first and second paragraph of section 3.3.1, Base Schedule Submittal with the following:

3.3.1 Base Schedule Submittal - The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Construction Manager within five (5) days after the receipt of the Notice to Proceed and prior to the commencement of any work. Subsequent revisions to said schedule shall be submitted as set forth hereinafter.

The Construction Manager shall review the schedule and provide any comments, its favorable review of the schedule, or request a meeting to review the schedule with the Contractor within ten (10) days of receipt of the schedule. If requested, the Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within five (5) days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the work, and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Construction Manager in writing stating the reasons for the change. Only one progress payment will be made prior to submission and acceptance of the CPM Schedule. Neither the Contractor nor the Owner shall own the "float".

To: Prospective Bidders  
Subject: **ADDENDUM NO. 1**  
November 22, 2013  
Page 6 of 6

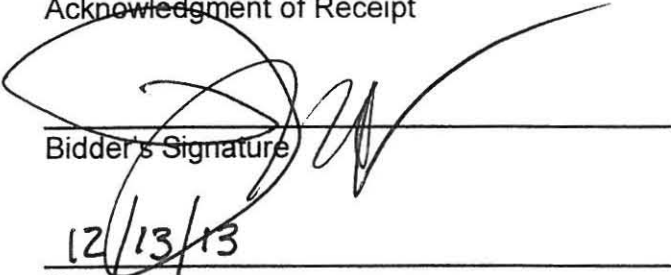
**COMMENTS:**

If you have any questions regarding this addendum, please contact Emily Cooper at (650) 583-4400.

Sincerely,

PETER GRESELL  
General Manager

Acknowledgment of Receipt

  
Bidder's Signature

12/13/13  
Date

**THIS ADDENDUM NO. 1 MUST BE ATTACHED TO THE BID DOCUMENTS**

cc: Project file

December 6, 2013

**SUBJECT: ADDENDUM NO. 2  
San Mateo County Harbor District  
Pillar Point Harbor – Sanitary Sewer Line Replacement**

To Prospective Bidders:

The following are changes to the contract specifications and plans for the above referenced project:

This addendum is hereby made a part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for Pillar Point Harbor - Sanitary Sewer Line Replacement Project.

**BID OPENING:**

1. Bid date opening remains at 10:00 am on December 17, 2013 at the Harbormasters Office at Pillar Point Harbor, One Johnson Pier, Half Moon Bay, California.

**PRE-BID CONFERENCE BID:**

2. As per Addendum #1, a second mandatory pre-bid conference has been scheduled at 8:00 am on December 9, 2013 at the Harbormaster's Office at Pillar Point Harbor, One Johnson Pier, Half Moon Bay, California

**SUPPLEMENTAL INFORMATION:**

3. Figure 1 is provided as supplemental information from the CCTV inspection work that was done on December 5<sup>th</sup> 2013. Please note that the selected contractor will still be required to verify the conditions of the sewer main and laterals as part of their construction work per the construction documents.
4. Copies of the CCTV inspection tapes will be made available to all prospective bidders on December 10, 2013. To receive a copy of the CCTV inspection tapes contact Allan Briggs via e-mail at [allan.briggs@ghd.com](mailto:allan.briggs@ghd.com) or via telephone at 415-296-3611.

To: Prospective Bidders  
Subject: **ADDENDUM NO. 1**  
November 22, 2013  
Page 2 of 2

**COMMENTS:**

If you have any questions regarding this addendum, please contact Emily Cooper at (650) 583-4400.

Sincerely,

PETER GRENELL  
General Manager

Acknowledgment of Receipt

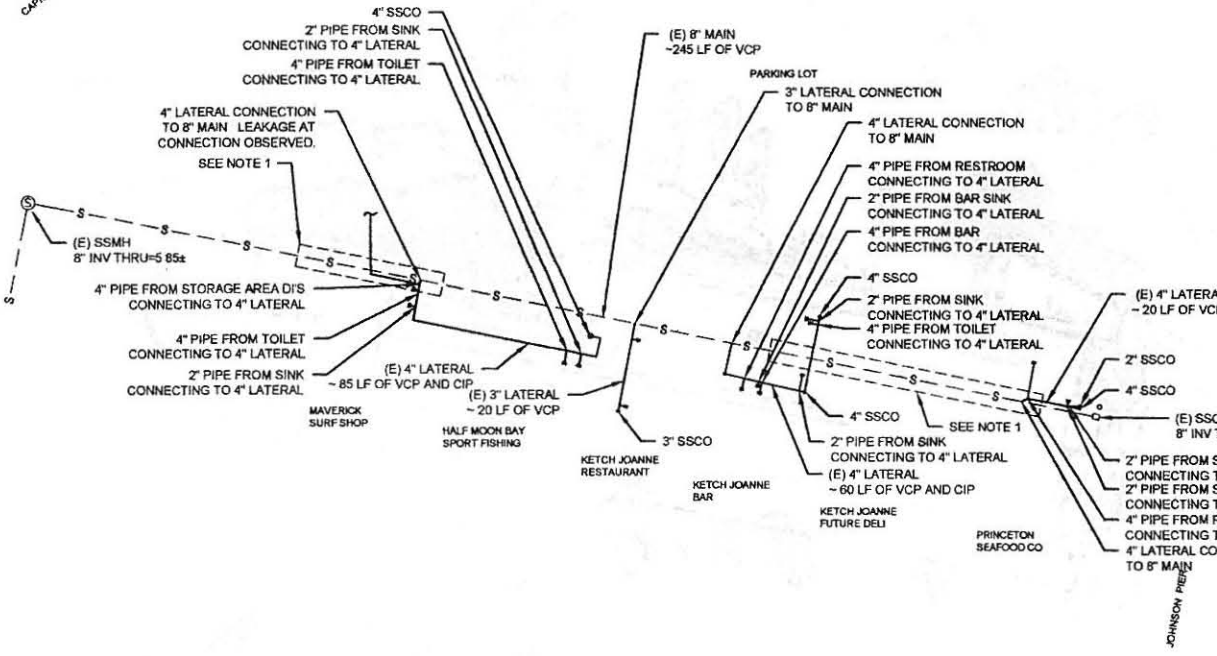
Bidder's Signature

Date

**THIS ADDENDUM NO. 2 MUST BE ATTACHED TO THE BID DOCUMENTS**

cc: Project file

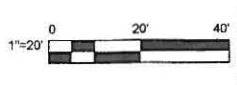
CARSTRAND ROAD



SHEET KEYNOTES	
1	APPROXIMATE LOCATION OF OBSERVED SAG IN THE 8-INCH VCP. REFER TO CCTV VIDEOS DATED 12/3/2013.

ABBREVIATIONS	
DIP	DUCTILE IRON PIPE
E	EXISTING
INV	INVERT
LF	LINEAR FEET
SSCO	SANITARY SEWER CLEANSUIT
SSMH	SANITARY SEWER MANHOLE
VCP	VITRIFIED CLAY PIPE



San Mateo County Harbor District  
 Pillar Point Harbor  
 Sanitary Sewer Line Replacement

Job Number | 8410340  
 Revision  
 Date | Dec 2013

**Addendum #2 - Laterals Layout** **Figure 1**

December 13, 2013

SUBJECT: **ADDENDUM NO. 3**  
**San Mateo County Harbor District**  
**Pillar Point Harbor – Sanitary Sewer Line Replacement**

To Prospective Bidders:

The following are changes to the contract specifications and plans for the above referenced project:

This addendum is hereby made a part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for Pillar Point Harbor - Sanitary Sewer Line Replacement Project.

**BID OPENING:**

1. Bid date opening remains at 10:00 am on December 17, 2013. Bids are due at the San Mateo County District Administration Office located at:

400 Oyster Point Blvd, Suite 300  
South San Francisco, CA 94080  
Phone: 650 583 4400

**SPECIFICATIONS:**

2. Reference: **SECTION 00100 – INSTRUCTION TO BIDDERS;**

Replace the fourth paragraph of section 21.0 SUBCONTRACTORS with the following:

The Contractor shall perform at least twenty five percent (25%) of work specified in Contract bid amount, with its own forces and shall not subcontract out this portion of work, which shall be specified in Section 00440 **WORK TO BE PERFORMED BY BIDDER.**

3. Reference: **SECTION 01010 – SUMMARY OF WORK;**

Replace the section 7.0 CONTRACTOR'S WORK PERCENTAGE with the following:

To: Prospective Bidders  
Subject: **ADDENDUM NO. 3**  
December 13, 2013  
Page 2 of 2

**7.0 CONTRACTOR'S WORK PERCENTAGE**

The Contractor shall perform at least 25% percent of the Contract bid amount. This portion of work shall encompass the performance of work by the Contractor's forces and equipment and the procurement of materials and equipment by the Contractor.

Subcontractors shall not be responsible for the performance of any work or procurement of materials and equipment within the above Contractor's work percentage allotment.

**COMMENTS:**

If you have any questions regarding this addendum, please contact Emily Cooper at (650) 583-4400.

Sincerely,

PETER GRENELL  
General Manager

Acknowledgment of Receipt

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**THIS ADDENDUM NO. 3 MUST BE ATTACHED TO THE BID DOCUMENTS**

cc: Project file



## San Mateo County Harbor District

TO: San Mateo County Harbor District Commissioners

FROM: Scott Grindy, Harbor Master

DATE: December 19, 2013

SUBJECT: Electrical Maintenance and Repair Contract for Pillar Point Harbor and Oyster Point Marina/Park Project

---

### **RECOMMENDATION:**

Accept the bid of Edward R. Bacon, Inc., of \$177,500 as lowest responsible bidder and authorize the General Manager to execute a contract with Edward R. Bacon, Inc. in an amount not to exceed \$192,250 (\$177,500 bid amount plus 10% contingency of \$17,750) for implementing electrical repairs and corrections at both Pillar Point Harbor and Oyster Point Marina/Park. Edward R. Bacon has performed work for the District in the past two years both independently and as a sub-contractor to a larger general contractor.

### **PROJECT BACKGROUND**

In October of 2013 the Harbor Commission authorized seeking bids for this electrical repair project effort at both District harbors.

This project has a mix of electrical repairs which includes electrical distribution repairs and replacements, exterior light pole modifications from failing high pressure sodium to energy-efficient LED lighting at PPH, as well as numerous corrections to the Johnson Pier under pier areas and two fish buyer house panels maintained by the District, and new power supplies for refrigerated containers near the maintenance building. At OPM, the work includes the replacement of an aged power transformer, addition of a power supply for future kayak vendor space, and numerous underground repairs and corrections due to aged wiring.

Findings from the District's Electrical Inspection are included as components of some of these repair activities: the inspection document is about 100 pages long; the inspection was performed in 2012.

The staff cost estimate for this project was \$190,000 and was included in the FY 2013-14 Capital and Operation budget.

An electrical permit from San Mateo County Building Department and South San Francisco Planning Division will be required for some portion of this project.

Completion of the various project tasks is expected by June 1, 2014.





## San Mateo County Harbor District

### PROGRAM SUMMARY

#### PPH

- **Electrical Distribution Panel ABC Docks**  
*(Replacement of the electrical distribution panel at ABC Docks. In general this is the main circuit breaker panel that feeds the transformers to all the ABC Dock power)*
- **Exterior Pole Lighting Parking Lots**  
*(Age of fixtures is requiring constant repairs to pole light heads. As done at Johnson pier and at Oyster Point Marina, this would be a continuation of light pole head conversion to LED versus high pressure sodium)*
- **Johnson Pier Electrical Corrections**  
*(Replacement of two house panels and two electrical disconnects in fish buyer building where this equipment is landlord responsibility)*
- **Refrigeration Disconnects at Maintenance Shop**  
*(Landlord power with disconnects to the north of the maintenance shop to power refrigerated containers once relocated from Johnson pier)*
- **Miscellaneous electrical corrections/repairs under pier**  
*(Repair/replacement/removal of various under-pier power conduits and supplies that are aged beyond use and/or no longer in use)*

#### OPM

- **Electrical Pad for Kayak Vendor**  
*(A 110/220 volt landlord power supply for potential tenant)*
- **Replacement of Medium Transformer**  
*(In the electrical facility survey performed in 2012, this transformer was noted as overloaded for its size, requiring a next size up change to prevent failure; location is at a restroom)*
- **Misc. electrical corrections/repairs**  
*(Replacement of aging underground electrical supply boxes, repairs to corroded conduits in wet locations)*

SECTION 00300

BID

DATE: 12/10/2013

The undersigned, as bidder, declares that it has received and examined the Project Manual entitled Electrical Maintenance and Repair Contract for Pillar Point Harbor and Oyster Point Marina Project and will contract with the Owner, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract for the construction of the Electrical Maintenance and Repair Contract for Pillar Point Harbor and Oyster Point Marina Project at the prices and on the terms and conditions herein contained.


Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain open and subject to acceptance for sixty (60) calendar days after the day of Bid Opening. Bidder will sign and submit the Agreement, Bonds and other documents required by Section 00100 Instructions to Bidders, within ten (10) calendar days after receipt of Owner's Notice of Award.

Bidder has visited the site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the project and the site, as set forth in Section 00500 (Agreement).

We agree that the following shall form a part of this bid:

<u>SECTION</u>	<u>TITLE</u>
00300	Bid
00310	Bid Schedule
00410	Bid Guaranty Bond
00420	Certification of Bidder's Experience and Qualifications
00430	Bidder's Certifications
00440	Work to be Performed by Bidder
00450	Proposed Subcontractors
00460	Non-Collusion Affidavit

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<u>Addenda #</u>	<u>Received</u>	<u>Initials</u>
<u>N/A</u>	<u>11-19</u>	
<u>N/A</u>	<u>11-13</u>	
<u>      </u>	<u>      </u>	
<u>      </u>	<u>      </u>	

Attached is a bid guaranty bond as required by Paragraph 00100-18.0, **BID GUARANTY**.

Name of Bidder: Edward R. Bacon Company, INC

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 10 calendar days after receiving written Notice of Award of the Contract.

We further agree, if our bid is accepted and a Contract for performance of the work is entered into with the Owner, to so plan work and to prosecute it with such diligence that the work shall be completed within the time specified and in strict accordance with the Contract Documents.

### **SCHEDULE OF BID PRICES**

All bid items, including lump sums, unit prices, and additive alternates must be filled in completely. Quote in words and numerals.

Subcontractors and their sub-bids for work included in all bid items and additive or deductive alternates are listed on the attached Section 00450, **PROPOSED SUBCONTRACTORS**.

The undersigned understands that Owner reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the day of bid opening.

If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the period specified herein, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Section 00100, **INSTRUCTIONS TO BIDDERS**, including but not limited to, Section 00610, **FAITHFUL PERFORMANCE BOND**, and Section 00620, **PAYMENT BOND**, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

The undersigned herewith encloses a cashier's check, certified check, or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: San Mateo County Harbor District.

The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

The undersigned agrees that, in accordance with Section 00700 and 00810, liquidated damages for failure to complete all work on the contract within the time specified shall be as set forth in the Contract Documents.

The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary

thereof and/or officers authorized to sign contracts; if a partnership, give name of the firm and names of all individual co-partners composing the firm and/or officers authorized to sign contracts; if Bidder or other interested person is an individual, give first and last names in full).

[NAME OF BIDDER]

Edward R. Bacon Company, INC

licensed in accordance with an act for the registration of Contractors, and with license number: 906345

Business Address:  
1885 Dela Cruz Blvd #204, Santa Clara, CA.95050

Telephone Numbers: 408-846-1600/408-288-9500

Email Address: HNH@erbacon.com

Date of Bid: 12-10-13

906345

Contractor's License No.

11/15/2015

License Expiration Date

Signature of Bidder

Project Manager  
Title of Signatory

Witness

1885 DELA CRUZ BLVD, #204, SANTA CLARA, CA.  
Address of Bidder

Title of Witness

CALIFORNIA  
State of Incorporation

\*\*END OF SECTION\*\*

SECTION 00310

BID SCHEDULE

PROPOSAL FOR THE

Electrical Maintenance and Repair Contract for Pillar Point Harbor and Oyster Point Marina Project

Owner SAN MATEO COUNTY HARBOR DISTRICT

Pursuant to Section 00020, INVITATION TO BID, the undersigned hereby proposes and agrees that on award by the San Mateo County Harbor District under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for the PILLAR POINT HARBOR – JOHNSON PIER SEWER LINE REPLACEMENT project, in accordance with the Plans and Specifications therefore adopted and on file with the San Mateo County Harbor District within the time hereinafter set forth and at the prices named in this Bid as follows:

**BID SCHEDULE & BID FORM**

Basis of Bid shall be the Total Amount for Items 1 through 14, complete in accordance with the drawings and specifications.

Item	Specification Section	Description	Estimated Quantity	Unit	Unit Price	Amount
1		Mobilization	LUMP	1	5,500	\$ 5,500.00/x
2		Electrical Distribution Panel ABC Dock		1	16,000	\$ 16,000.00/x
3		Misc. Repairs Corrections under Johnson Pier				\$20,000
4		Johnson Pier Electrical Corrections				\$ 22,000.00/x
5		Exterior Pole Lighting Parking Lots				\$ 12,000.00/x
6		PPH Alternate #1, Refrigeration Disconnects				43,000.00/x

Item	Specification Section	Description	Estimated Quantity	Unit	Unit Price	Amount
7		PPH Alternate #2, LED Pole Light Price for by item for extra installs		Lump	1	10,000.00
8		OPM Replacement of Transformer		Lump	1	6,500.00
9	<del>Ø</del>	<del>OPM Laundry Lighting and Outlets</del>	<del>Ø</del>	<del>Ø</del>	<del>Ø</del>	<del>Ø</del>
10		OPM-Misc Electrical Repairs and Corrections		Lump	1	\$20,000
11		OPM Alternate #1, Electrical Pad for Kayak Vendor		Lump	1	12,500
12		Demobilization	<del>Ø</del>	Lump	1	<del>Ø</del>
Total Price Base Bid for Items 1+2+3 +4 + 5 +8+ 9 +10 +12						\$ 112,000.00

**BID SCHEDULE – BID SUMMARY**  
**TOTAL PRICE BID FOR ITEMS ABOVE**

ONE HUNDRED AND SEVENTY-SEVEN FIVE HUNDRED Dollars and  
21 Cents  
(Words)

\$ 177,500.00  
(Numbers)

Name of Bidder EDWARD R. BACON COMPANY, INC

**\*\* END OF SECTION \*\***

SECTION 00410

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Edward R. Bacon Company, Inc. AS PRINCIPAL, AND AS SURETY, are held and firmly bound unto the San Mateo County Harbor District in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the San Mateo County Harbor District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the San Mateo County Harbor District to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$ \* \_\_\_\_\_.

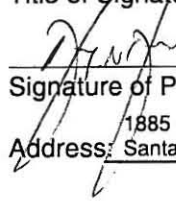
**THE CONDITION OF THIS OBLIGATION IS SUCH**

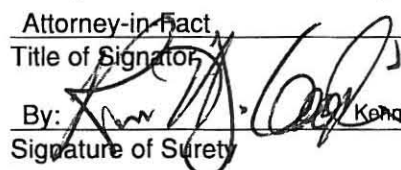
THAT WHEREAS, the Principal has submitted the above-mentioned bid to the San Mateo County Harbor District, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at San Mateo County Harbor District, 400 Oyster Point Blvd. Suite 300, South San Francisco, CA 94080

**Electrical Maintenance and Repair Contract for Pillar Point Harbor and Oyster Point Marina Project:**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the San Mateo County Harbor District, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this 9th day of December, 20 13.

Principal: Edward R. Bacon Company, Inc.  
PROJECT MANAGER  
Title of Signator  
  
Signature of Principal  
1885 Dela Cruz Blvd., #204  
Address: Santa Clara, CA 95050

Surety: Hudson Insurance Company  
Attorney-in-Fact  
Title of Signator  
  
By: Kenneth J. Goodwin  
Signature of Surety  
100 William Street, 5th Floor  
Address: New York, NY 10038

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

**\*\*END OF SECTION\*\***

\* Ten Percent of the Total Amount Bid (10%)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

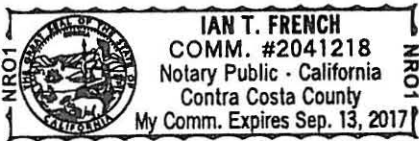
State of California \_\_\_\_\_ }

County of Contra Costa

On 12/09/2013 before me, Ian T. French, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin  
Name(s) or Signer(s)

who 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.

Place Notary Seal Above

Signature [Handwritten Signature]  
signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

### Description of Attached Document

Title or Type of Document Bid Bond

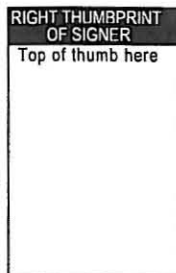
Document Date: 12/09/2013 Number of Pages: one (1)

Signer(s) Other Than Named Above! N/A

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin

- Individual  
 Corporate Officer —Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Hudson Insurance Company

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer —Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kenneth J. Goodwin
of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 29th day of August, 2012 at New York, New York.

(Corporate seal)

Attest: [Signature]
Dina Daskalakis
Corporate Secretary



HUDSON INSURANCE COMPANY

By: [Signature]
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 29th day of August, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature]
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 9th day of December, 2013



By: [Signature]
Dina Daskalakis, Corporate Secretary

SECTION 00420

**CERTIFICATION OF BIDDER'S  
EXPERIENCE AND QUALIFICATIONS**

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The bidder shall answer the following questions:

**LICENSES:**

1. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

License # 906345 Classification B/C-10: Expires 1/15/2015

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2. How long has your organization been in the business in California as a contractor under your present business name and license number? 103 years
3. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

STEVE BENSTEAD

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4. Has your firm changed names or license numbers in the past five years?

Yes       No

If "Yes", explain on a separate signed page, including the reason for the change.

5. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes       No

If "Yes", explain on a separate signed page, including reasons for the change.

6. Has any CDLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes       No

If "Yes", please explain on a separate signed sheet.

7. Are there any complaints against your Contractor's License and/or has your Contractor's license been revoked in the last five years?

Yes       No

If so, please explain.

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#### DISPUTES:

8. Are you currently involved in any litigation, arbitration or mediation with one or more project owners?

Yes       No

If so, please explain.

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9. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes       No

If "Yes", explain on a separated signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes       No

If "Yes", explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

**NOTE:** The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amount of less than \$50,000.

11. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes       No

If "Yes", on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

12. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes       No

If "Yes", on separate signed sheets of paper identify the claim by providing the project name, date of claim, name of the entity (entities) against whom the claim was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

#### **FISCAL PERFORMANCE:**

13. Is your firm currently the debtor in a bankruptcy case?

Yes       No

If "Yes", please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

14. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 13, above)

Yes       No

If "Yes", please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

#### **BONDING AND INSURANCE**

15. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes       No

If "Yes", provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

16. At any time during the last five years, has any surety company made any payment on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in conjunction with a construction project either public or private?

Yes  No

If "Yes", please explain.

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17. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

If "Yes", explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of refusal.

18. List your firm's Experience Modification Rate (EMR) for your current Workers' Compensation Insurance for each of the past three premium years:

**NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year:           .89          

Previous year:           .89          

Year prior to previous year:           .89          

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a separate signed page of explanation.

19. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes  No

If "Yes", please explain the reason for the absence of workers' compensation insurance on a separate signed page.

20. At the time of submitting this bid, is your firm eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code Section 1777.7?

Yes  No

If the answer is "Yes", state the beginning and ending dates of the period of debarment.

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**CRIMINAL MATTERS AND RELATED CIVIL SUITS:**

21. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes  No

22. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

If "Yes", explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

23. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes  No

If "Yes", explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

24. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No

If "Yes", identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

**COMPLIANCE WITH OCCUPATION SAFETY AND HEALTH LAWS and with OTHER LABOR LEGISLATION SAFETY:**

25. Has CAL OSHA cited and assessed penalties against your firm for any "serious", "willful", or "repeat" violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal; include information about the citation, state that you have filed an appeal, and state that a ruling on your appeal is pending.**

Yes  No

If "Yes", attach a separate signed paged describing the citations, including information about the dates of the citation, the nature of the violation, the project on which the citation(s) was or were issued, the amount of the penalty paid, if

any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and date of the decision.

26. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal; include information about the citation, state that you have filed an appeal, and state that a ruling on your appeal is pending.**

Yes       No

If "Yes", attach a separate signed page describing each citation.

27. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Appeals Board has not yet ruled on your appeal; include information about the citation, state that you have filed an appeal, and state that a ruling on your appeal is pending.**

Yes       No

If "Yes", attach a separate signed page describing each citation.

28. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Weekly

**PREVAILING WAGE and APPRENTICESHIP COMPLIANCE RECORD:**

29. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

Yes       No

**NOTE: This question refers only to your firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

If "Yes", attach a separate signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which hit was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that your were required to pay.

30. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes             No

If "Yes", attach a separate signed page describing the nature of the violation, identify the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of the penalty paid.

**[Complete 31, and/or 32, and/or 33 if Applicable]**

31. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the San Mateo County Harbor District.

JAC. ELECTRICAL APPRENTICE HALL  
BURLINGAME, CA.  
\_\_\_\_\_  
\_\_\_\_\_

32. If your firm operates its own State-approved apprenticeship program:

- a. Identify the craft or crafts in which you firm provided apprenticeship training in the past year.
- b. State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- c. State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

U/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



33. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes       No

If "Yes", attach a separate signed page providing the date(s) of such findings, and attach copies of the Department's final decision(s).

**BIDDER'S EXPERIENCE AND REFERENCES:**

The Bidder shall list below five (5) projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor. Of the five (5) projects, (3) projects must be of a demonstrated public works type project.

1.      Project Name: Electrical RTU Upgrade  
          Owner:    Santa Clara Valley Water District  
          Construction Cost: \$ 48,500.00  
          Construction Time: 60 Calendar Days  
          Owner's Representative: Jerry Alexander  
          Owner's Telephone No.: (408) 265- 2600  
          Date of Substantial Completion: 5/2013
  
2.      Project Name: Electrical Preventative Maintenance  
          Owner: US Coast Guard  
          Construction Cost: \$ 58,500  
          Construction Time: 60 Calendar Days  
          Owner's Representative: Jay Hovenson  
          Owner's Telephone No.: (510) 437-3866  
          Date of Substantial Completion: 7/30/13
  
3.      Project Name: Santa Clara Senior Center Generator Installation  
          Owner: Santa Clara County  
          Construction Cost: \$109,000.00  
          Construction Time: 90 Calendar Days

Owner's Representative: Ben Cerney

Owner's Telephone No.: 650-368-9908

Date of Substantial Completion: 3/15/13

4. Project Name: Sump 19 Pump Station Electrical Up Grade

Owner: City of Sacramento Utilities

Construction Cost: \$100,000.00

Construction Time: 90 Days Calendar Days

Owner's Representative: JZ Zaing

Owner's Telephone No.: (916) 808-5454

Date of Substantial Completion: 9/2011

5. Project Name: Cascade Ranch Water Treatment Water Plant Rehabilitation

Owner: State of California Parks and Recreation

Construction Cost: \$292,000.00

Construction Time: 180 Calendar Days

Owner's Representative: **Cindy Spencer**

Owner's Telephone No.: (650) 222-5725

Date of Substantial Completion: 10/2010

The bidder shall provide names and project related references and resumes for the following personnel:

Project Manager Harry N. How III

Reference #1: Name: Cindy Spencer

Phone No. 650-222-5725

Affiliation: Client/ Customer: State of California

Reference #2: Name: Ben Cerney

Phone No. 925-819-2960

Affiliation: Client/Customer: Redwood Engineering

Reference #3: Name: Bob Bothman

Phone No. 408-279-2277

Affiliation: Client/Customer: Robert A.Bothman Construction

Superintendent: Marc Stephenson-Richmon

Reference #1: Name Kevin Blackman

Phone No. (530) 681-9074

Affiliation: Client/Customer: Yolo County

Reference #2: Name: Jay Holverson

Phone No. 510-437-3866

Affiliation: Client/Customer: US Coast Guard

Reference #3: Name : Jim Ulm

Phone No. (209) 986-4816


Affiliation: Client: Electrician

Signed this 10<sup>TH</sup> day of DECEMBER, 2013

Edward R. Bacon Company  
Name of Bidder

906345  
Contractor's License No.

11/15/2015  
Expiration Date

  
Signature of Bidder

Project Manager  
Title of Signator

\*\*\*END OF SECTION\*\*\*

SECTION 00430

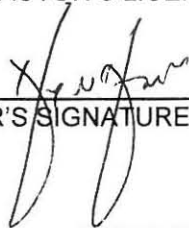
BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED  
WITH BID

CERTIFICATION OF CALIFORNIA CONTRACTOR'S LICENSE


The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

906345  
CONTRACTOR'S LICENSE NUMBER

  
BIDDER'S SIGNATURE

CERTIFICATE OF NON-DISCRIMINATION

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

  
BIDDER'S SIGNATURE

CERTIFICATE OF BONDING CAPACITY AND INSURABILITY


The undersigned certifies that, at the time of bidding, and throughout the period of the contract, the Bidder has the ability to maintain the levels of insurance as specified in Section 00820 of this Document, and the Bidder's current bonding capacity is sufficient for the project for which it is bidding.

Poms and Associates

\_\_\_\_\_  
NAME OF INSURANCE COMPANY OR AGENT


Hudson Insurance Group

\_\_\_\_\_  
NAME OF SURETY INSURER

  
\_\_\_\_\_  
BIDDER'S SIGNATURE


**STATEMENT OF CONVICTIONS**

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

  
\_\_\_\_\_  
BIDDER'S SIGNATURE

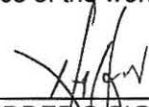
**PREVIOUS DISQUALIFICATIONS**

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

  
\_\_\_\_\_  
BIDDER'S SIGNATURE

**CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

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

  
\_\_\_\_\_  
BIDDER'S SIGNATURE

**CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. Also, that the CONTRACTOR and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the CONTRACTOR'S responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

Notwithstanding the foregoing, each Contractor and subcontractor shall provide true and complete copies of their certified payroll records to the Owner by 5:00 p.m. on the next business day following the end of each pay period.

The information below applies to the above five sections.

  
\_\_\_\_\_  
BIDDER'S SIGNATURE

Company Name Edward R. Bacon Company, INC

Signed by (printed)

Harry W. How  
Project Manager

Title

Dated

12/10/2013

\* END OF DOCUMENT \*

**SECTION 00440**  
**WORK TO BE PERFORMED BY BIDDER**

Each Bidder shall provide complete and accurate information in the form below regarding the portions of the work which the Bidder intends to complete with its own forces to meet the Contractor's Minimum Percentage requirement as noted in the **INSTRUCTIONS TO BIDDERS** paragraph 00100.21.0. The failure of any Bidder to provide complete and accurate information in the following form will render the Bid Proposal of such Bidder to be non-responsive and rejected. This page of the Bid Proposal may be reproduced as necessary to identify all portion of the Work which the Bidder intends to perform with its own forces.

<b>Portion of Work to be Performed by the Bidder's Own Forces</b> (Describe by reference to Plan Sheets or Specifications Sections; Limit Information on Each Line to Discrete Portions of the Work)	<b>Dollar Value of Portion of Work to be Performed by the Bidder's Own Forces</b>
<b>Mobilization/Demobilization</b>	
<b>Base-Bid PPH Electrical Distribution Panel Replacement ABC Dock</b>	
<b>Base-Bid PPH Misc. Electrical Corrections/Repairs under Johnson Pier</b>	
<b>Base Bid PPH Johnson Pier Electrical Corrections</b>	
<b>Base Bid PPH Exterior Pole Lighting Parking Lots</b>	
<b>Alternate "1" PPH Refrigeration Disconnects</b>	
<b>Alternate "2" PPH Individual additional LED light installations</b>	
Base Bid OPM Replacement of Transformer	
Base Bid OPM Laundry Remodel	
Base Bid OPM Misc. Electrical Repairs and Corrections	
Alternate #1 OPM, Electrical Pad for Kayak Vendor	

**SECTION 00450  
PROPOSED SUBCONTRACTORS**


Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or the improvement, or a subcontractor licensed by the State of California who, under subcontract of the prime contractor, specially fabricates and installs portions of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid.

Contractor will not be permitted to change this listing without prior written approval of the Owner. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, it shall be understood that the Contractor will perform such work without subcontracting the same, and they will not be permitted to subcontract said work without prior written approval of the Owner.

The percentage of work, labor, or services which will be done or rendered by each subcontractor.

<u>Name</u>	<u>Business Address</u>	<u>Description of Work</u>	<u>% of Work</u>
ERBCO Construction Services	433 35 <sup>th</sup> Avenue San Francisco, CA. 94121	Trenching/earth Work	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

  
 \_\_\_\_\_  
 Signature of Bidder  
 Edward R. Bacon Company, INC  
 \_\_\_\_\_  
 Name of Bidder



SECTION 00460

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

State of California )  
 ) ss.  
 County of San Francisco )

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

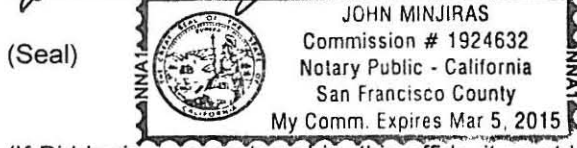
*[Signature]*  
 Signature  
EDWARD R. BACON COMPANY, INC  
 Name of Bidder

State of California  
 County of SAN FRANCISCO

Subscribed and sworn to (or affirmed) before me on this 9 day of DECEMBER, 2013.  
HARRY N. HOW, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

PROJECT MANAGER  
 Title  
12/11/2013  
 Date

*[Signature]*  
 Signature of Notary Public




(If Bidder is a co-partnership, this affidavit must be signed and sworn to by every member of the firm.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

# ITEM 10

## Memorandum

TO: Harbor Commissioners

FROM: Debra Galarza  and Belen Cruz 

RE: Checks Cut from December 5, 2013 thru January 3, 2014

On December 4, 2013, in response to cancelling two Board meetings, the Board of Harbor Commissioners authorized staff to pay up to \$900,000 in bills and claims for standard operating expenses. Disbursements of \$313,619.73 were issued under this authority. The details of these disbursements are as follows:

<u>Dept. Code</u>	<u>Description</u>		<u>Page Reference</u>
101	Harbor Commission	\$ 9,878.98	2
103	Administration	\$ 33,053.46	2
201	Pillar Point Harbor	\$ 143,886.96	2
301	Oyster Point Marina	\$ 53,953.33	2
	Payroll Related	\$ 72,847.00	2
	Total for Review	\$ 313,619.73	2


VENDOR	DESCRIPTION	AMOUNT	PAYROLL RELATED	HARBOR COMM 101	ADMIN 103	PILLAR POINT 201	OYSTER POINT 301
3 E COMPANY	CONTRACTUAL SVCS	460.00				460.00	
AARONSON, DICKERSON, COHN & LANZONE	LEGAL SVCS	6,854.25		4,158.38	1,384.50	536.25	775.12
ACCOUNTemps	SALARIES & WAGES - TEMP	4,776.07					4,776.07
ADP, INC.	PAYROLL PROCESSING	1,850.90		174.62	364.95	729.43	581.90
AIRGAS, NCN	CONTRACTUAL SVCS	100.80				100.80	
ALTERNATIVE SAFETY & TESTING	PERSONNEL TESTING	30.00				15.00	15.00
APPLIED MATERIALS & ENGINEERING	REPAIRS & MAINTENANCE	115.00				115.00	
ARAMARK UNIFORM SERVICES	UNIFORM SVCS	698.67					698.67
ARROWHEAD MOUNTAIN WATER	WATER SVCS	56.22					56.22
ASSETWORKS INC.	OFFICE SUPPLIES	160.00			160.00		
AT & T LONG DISTANCE	TELEPHONE/COMMUNICATIONS	131.05				92.27	38.78
AT&T	TELEPHONE/COMMUNICATIONS	1,555.58			99.94	968.26	487.38
RANDY BANKORD	REIMB EXPENSE	268.09				268.09	
BLUE LINE TRANSFER, INC.	GARBAGE COLLECTION	29.92					29.92
BLUE RIBBON SUPPLY	OPERATING EXPENSES	2,204.88				2,204.88	
SANDRA BRESCHI	REFUND DEPOSIT	127.00					127.00
JERRY BRUM	REFUND DEPOSIT	316.81				316.81	
CAHM & PC	MEMBERSHIPS/DUES	275.00				137.50	137.50
CALIF CHAMBER OF COMMERCE	OFFICE SUPPLIES	221.88			73.96	73.96	73.96
CALIFORNIA WATER SERVICE	UTILITIES	3,212.51					3,212.51
CALPERS	PAYROLL DED PAYABLE	42,091.38	42,091.38				
CALPERS SUPPLEMENTAL INCOME	PAYROLL DED PAYABLE	5,436.00	5,436.00				
JOE CARDINALE	REFUND DEPOSIT	14.22				14.22	
DALE CHRISP	REFUND DEPOSIT	418.82				418.82	
CINTAS FIRST AID & SAFETY	OPERATING EXPENSES	133.18				133.18	
CLARK PEST CONTROL	CONTRACTUAL SVCS	75.00					75.00
COASTSIDE COUNTY WATER DISTRICT	UTILITIES	19,371.92				19,371.92	
COASTSIDE.NET	TELEPHONE/COMMUNICATIONS	399.00				399.00	
COMCAST	TELEPHONE/COMMUNICATIONS	397.50			397.50		
EMILY COOPER	REIMB MILEAGE	173.41			173.41		
CORNERSTONE EARTH GROUP	CAPITAL PROJECT	15,200.00				15,200.00	
COUNTY OF SAN MATEO CONTROLLER	LAFCO FEES	5,516.00			5,516.00		
BELEN CRUZ	REIMB OFFICE SUPPLIES	91.54				45.77	45.77
JOE DION	REFUND DEPOSIT	654.17					654.17
FEDERAL EXPRESS CORP.	POSTAGE EXP	136.98		54.75	82.23		
FIRSTCHOICE	CONTRACTUAL SVCS	32.15			32.15		
JAY D. FRIESEN	REFUND DEPOSIT	167.61				167.61	
GARDA CL WEST, INC.	CONTRACTUAL SVCS	214.00				107.00	107.00
DONALD GESUALDO	REFUND DEPOSIT	46.33					46.33
GHD, INC.	CAPITAL PROJECT	9,882.72				9,882.72	
PAUL A. GIANI	REFUND DEPOSIT	228.00					228.00
GREENLEAF COMPACTION, INC.	DUMPER SVC	2,002.92				2,002.92	
JEFFREY HAAS	REFUND DEPOSIT	222.10				222.10	
HALF MOON BAY REVIEW	ADVERTISING EXP	867.75		99.67		668.42	99.66
MARIETTA HARRIS	REIMB MILEAGE	194.19			194.19		
HENDERSON MARINE SUPPLY, INC.	REPAIRS & MAINTENANCE	230.80					230.80
HMB COASTSIDE CHAMBER OF COMMERCE	MEMBERSHIP & DUES	553.00			553.00		
HOLMAN PROF COUNSELING CENTERS	EMPLOYEE ASSISTANCE PROGRAM	289.00		45.16	54.18	103.86	85.80
IPMA-HR	MEMBERSHIP DUES	149.00			149.00		
KENNETH JANG	REFUND DEPOSIT	278.25				278.25	
JJACPA, INC.	CONTRACTUAL SVCS	2,049.50			2,049.50		
JOHN'S BACKFLOW TECH & SERVICE	REPAIRS & MAINTENANCE	250.00				250.00	
KASHIWA FUDOSAN AMERICA, INC.	OFFICE RENT	7,890.93			7,890.93		
JAMES KRAUSE	REFUND DEPOSIT	1,134.85				1,134.85	
MARINE LIEN SALES SERVICE	LIEN SALES	1,000.00				1,000.00	
MC COY'S PATROL SERVICE	CONTRACTUAL SVCS	14,544.73					14,544.73
MISSION UNIFORM SERVICE, INC.	UNIFORM SVCS	1,226.72				1,226.72	
MRC	REPAIRS & MAINTENANCE	270.66			270.66		
NATIONAL CHEMICAL SERVICE	CONTRACTUAL SVCS	162.00				162.00	
NAUTICAL SOFTWARE SOLUTION	CONTRACTUAL SVCS - PROF	3,520.00				1,595.00	1,925.00
NEXTEL COMMUNICATIONS	TELEPHONE/COMMUNICATIONS	156.31					156.31
OFFICE DEPOT, INC.	OFFICE SUPPLIES	2,317.65			98.95	1,428.22	790.48
OPERATING ENGINEERS LOCAL NO.3	PAYROLL DED PAYABLE	1,008.00	1,008.00				
OPERATING ENGINEERS TRUST	HEALTH INS PREMIUMS	581.00	581.00				
PACIFICA COMMUNITY TELEVISION	CONFERENCES & MEETINGS	750.00		500.00	250.00		
PG&E	UTILITIES	17,274.52				11,590.14	5,684.38
PITNEY BOWES GLOBAL FIN SVCS.	EQUIPMENT RENT	392.40				196.20	196.20
PRINCETON FISHING GEAR	OPERATING EXPENSES	529.83				529.83	
PRINCETON WELDING, INC.	REPAIRS & MAINTENANCE	240.00				240.00	
PURCHASE POWER	POSTAGE EXP	950.00			800.00	150.00	
RECOLOGY OF THE COAST	GARBAGE COLLECTION	15,812.92				15,812.92	
THOMAS ROGERS	REFUND DEPOSIT	123.85				123.85	
RYDIN DECAL	OPERATING EXPENSES	602.63				602.63	
ERIC SANDSTROM	REFUND DEPOSIT	345.91				345.91	
SOUTH SAN FRANCISCO SCAVENGER	GARBAGE COLLECTION	1,158.20					1,158.20
SSF CHAMBER OF COMMERCE	MEMBERSHIP & DUES	245.00			245.00		
STANDARD INSURANCE CO.	LIFE & LTD INSURANCE	3,317.62	3,317.62				

VENDOR	DESCRIPTION	AMOUNT	PAYROLL RELATED	HARBOR COMM 101	ADMIN 103	PILLAR POINT 201	OYSTER POINT 301
SUPERIOR EQUIPMENT COMPANY	REPAIRS & MAINTENANCE	690.46				690.46	
SYMBOLS OF SUCCESS	ADVERTISING EXP	293.32				146.66	146.66
HAROLD TAYLOR	REFUND DEPOSIT	400.40				400.40	
TEAMSTERS 856 H & W FUND	PAYROLL DED PAYABLE	16,380.00	16,380.00				
TEAMSTERS UNION LOCAL 856	PAYROLL DED PAYABLE	333.00	333.00				
THE MERCURY NEWS	ADVERTISING EXP	350.05				312.55	37.50
THE WELL CONNECTED OFFICE	CONTRACTUAL SVCS - PROF	4,758.33			2,172.45		2,585.88
TURBO DATA SYSTEMS, INC.	CITATION PROCESSING	156.06				152.57	3.49
U.S. BANK-CAL CARD-103		5,754.87			5,754.87		
Adv & promo		1,625.21					
Capital proj		398.73					
Comp software		90.37					
Cr card fees		100.00					
Ofc supplies		128.25					
Tel/Communications		2,693.31					
Training		219.00					
Trvl conf mtg		500.00					
U.S. BANK-CAL CARD-201		8,010.16				8,010.16	
Adv & promo		1,309.00					
Capital proj		140.81					
Conferences & meetings		165.62					
Fuel		1,952.19					
Garbage		43.56					
Operating supplies		368.77					
Permits & licenses		129.75					
Postage		17.09					
Repairs & maintenance		1,190.44					
Safety equipment		1,140.71					
Sp events		1,173.73					
Tel/Communications		317.49					
Trvl conf mtg		61.00					
U.S. BANK -CAL CARD-301		9,725.07					9,725.07
Fuel		700.60					
Operating supplies		1,419.91					
Repairs & maintenance		6,764.40					
Safety equipment		629.69					
Uniforms		210.47					
U.S. MOORING SYSTEMS, INC.	REPAIRS & MANTENANCE	1,800.00				1,800.00	
UNITED SITE SERVICES, INC.	CONTRACTUAL SVCS	2,434.09				2,434.09	
VANTAGEPOINT TRANSFER AGENTS	PAYROLL DED PAYABLE	3,700.00	3,700.00				
VERIZON WIRELESS	TELEPHONE/COMMUNICATIONS	276.99			74.74	32.37	169.88
VORTEX MARINE CONSTRUCTION	CAPITAL PROJECT	31,231.70				31,231.70	
SUZANNE WALKER	REIMB MILEAGE	28.25					28.25
JOSEPH WALLACE	REFUND DEPOSIT	943.90				943.90	
JOHN WALTHER	REFUND DEPOSIT	40.34					40.34
WEB MARKET CONSULTING	CONTRACTUAL SVCS - PROF	14,230.45		4,846.40	4,211.35	3,417.70	1,755.00
GARY WRIGHT	REFUND DEPOSIT	14.25				14.25	
ED ZINDA	REFUND DEPOSIT	142.44				142.44	
YE ZOU	PROJECT MANAGEMENT CONSULTING	4,846.80				2,423.40	2,423.40
ZUMAR INDUSTRIES, INC.	OPERATING EXPENSES	312.00				312.00	
SUBTOTAL OF PAYMENTS MADE 12/5-12/31/13		313,619.73	72,847.00	9,878.98	33,053.46	143,886.96	53,953.33
TOTAL BILLS & CLAIMS		313,619.73	72,847.00	9,878.98	33,053.46	143,886.96	53,953.33
			PAYROLL	COMM	ADMIN	PPH	OPM

**San Mateo  
County Harbor  
District****Memo**

**Date:** 1/3/2014

**To:** Board of Harbor Commissioners

**From:** Peter Grenell, General Manager   
Scott Grindy, Harbor Master

**Re:** Informational Report: Addressing Sea Level Rise Issues: A Regional Challenge and Harbor District Role

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**Summary**

The sea level is rising and will continue to rise into the next century. This phenomenon is the result of worldwide climate change impacts including warming of ocean waters and melting of polar ice caps and glaciers. Other factors resulting from climate change such as increasing frequency and severity of major storms, when occurring together with high tides and rising sea levels, will result in significant adverse impacts on coastal areas. This is the major safety, economic, and environmental concern, beyond just sea level rise itself. Tsunami impacts, coupled with rising sea level, are yet another serious concern.

San Mateo County, with its ocean and bay shorelines, is especially susceptible to sea level rise impacts. The problem is a regional one, however, as all coastal and San Francisco Bay shoreline areas are and will continue to be affected. The challenge will need to be addressed on a regional level, even as individual communities focus on their specific needs and circumstances.

The recent Sea Level Rise conference convened by Congresswoman Jackie Speier, Assemblyman Rich Gordon, and Supervisor Dave Pine at College of San Mateo clearly addressed this challenge for San Mateo County. The conference noted that although current estimates vary and cannot be firmly established because of various uncertainties and timelines, an end-of-century estimate of a three-foot rise would not be unreasonable. Such projections raise questions for policy-makers about alternative time frames and strategies for different levels and types of public investment, e. g., major investments up front for the long run or staged, more moderate investments over successive shorter period.

Within this context, the San Mateo County Harbor District has three concerns: Its ocean and SF Bay harbors at Pillar Point on Half Moon Bay and Oyster Point Marina/Park in South San Francisco; and, with its countywide jurisdiction, its potential role in working with the County and its shoreline communities, and as part of a broader regional response.

The District will start preparing its Strategic Business Plan in 2014. Addressing the challenge of sea level rise at its harbors and as part of its broader County role, working with other regional and local agencies, will form an integral part of the Plan. Adaptive measures to protect existing harbor infrastructure and harbor improvement and development will inform future planning and investment.

### **Research, Policy Development, Guidelines for Adaptive Action**

Federal, state, and regional agencies and academic researchers have documented climate changes and impacts on sea level rise, and have devised policies and guidelines to focus efforts on shoreline resource management, protection, infrastructure development and investment:

National Research Council: Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present and Future, 2012

Gulf of the Farallones National Marine Sanctuary: Ocean Climate Summit Report, 2013 (third summit)

West Coast Governors' Alliance: Climate Change Action Coordination Team Work Plan, 2010

CA Climate Action Team (CO-CAT): State of California Sea-Level Rise Guidance Document, 2013

Sea Grant, Center for Ocean Solutions, NOAA, CA Natural Resources Agency: Rising to the Challenge: Results of the 2011 California Coastal Adaptation Needs Assessment

CA Ocean Protection Council: Strategic Plan, 2012-2017

CA State Lands Commission: A Report on Sea Level Rise Preparedness, 2009

State Coastal Conservancy: Strategic Plan 2013-2018, Policy Statement and Project Selection Criteria 2011, Guidance for Grantees, 2013

CA Coastal Commission: Draft Sea-Level Rise Policy Guidance, 2013

San Francisco Bay Conservation and Development Commission (BCDC): Living with a Rising Bay: Vulnerability and Adaptation in San Francisco Bay and on its Shoreline, 2011

### **Harbor District's Role in a Regional Response: Update**


The Harbor District received a State tidelands grant from the Legislature (Statutes of 1960) to enable construction and operation of Pillar Point Harbor. As a tidelands grantee, the District responded to the State Lands Commission's (SLC) 2009 survey of tidelands grantee efforts concerning planning and adaptive response to sea level rise.

As the District proceeds into the future with facilities planning, adaptation, and new development guided by its Strategic Business Plan, it will need to comply and otherwise be consistent with policies and regulations of SLC, the Coastal Commission, and BCDC regarding Oyster Point, as well as relevant federal agencies. The District will also need to work with San Mateo County and other agencies in a regional adaptation strategy.

**San Mateo  
County Harbor  
District****Memo**

**Date:** 1/7/2014

**To:** Board of Harbor Commissioners

**From:** Peter Grenell, General Manager  
Scott Grindy, Harbor Master 

**Re:** Informational Report: Pillar Point Harbor: Hoists on Johnson Pier

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As called for by the Board of Harbor Commissioners, following is information on hoists at Pillar Point Harbor, including Johnson Pier.

**Existing Hoists on Johnson Pier:**

At this time there are five hoists on Johnson Pier. These are all provided, owned, operated, and maintained by three commercial wholesale fish unloaders and buyers. Pillar Point Seafood has two, Three Captains Sea Products has two (although one is inoperative), and Morningstar Fisheries has one. The hoists are used for unloading fish caught by commercial fishermen, either home-ported at Pillar Point or from other harbors.

**Lease Requirements Regarding Hoists:**

The three commercial fishing operations on Johnson Pier each hold a lease from the Harbor District. Each lease requires the following:

9.1 Use (b)(i): "Tenant shall provide on the Premises all equipment required for the operation of said wholesale fish dealership, including



winch and hoist for the purpose of loading or unloading of fish or other merchandise to and from vessels, and scales, skiff or equipment storage. Tenant may provide a second winch and hoist at a location approved in advance by the Harbor Master.”

14.3 Tenant's Maintenance Obligations: This lease section provides that the tenant shall be responsible at its sole expense for maintenance of the leased premises including improvements and equipment, except that the District shall maintain the outside and roof of the building containing the leased premises.

#### **Hoist Certification:**

State law requires that hoists be regularly inspected and certified by the appropriate authority. This is the responsibility of the hoist owner. Copies of hoist certifications must be given to the Harbor Master.

#### **District's Public Hoist:**

The Harbor District maintains a public hoist on shore near the Harbor office, above a skiff dock. This facility is available to the general public. This hoist is key fob operated and slip-holder users are billed on their slip rent bills. Non-slip holders have the harbor patrol activate the hoist and track time used.

#### **Johnson Pier Deck Planning for Improved Operations:**

The Johnson Pier has been recognized by its users and the District as congested and inefficient in its function as a fish unloading facility. This results from its limited deck area and design, and multiple uses including public access to the pier and to its five docks and limited vehicle parking for slip tenants.

A 1994 study commissioned by the District identified three pier expansion alternatives, particularly at the outer portion of the pier used by commercial fishing operations. These alternatives showed widening of deck area along outer and inner pier areas. High estimated improvement costs and no available funding resulted in no remedial action at that time.

The District is again considering ways to improve fishing operations on the pier. Relocation of some of the freezer capacity is being examined; retention of bait storage on the pier probably is needed, however. More substantially, the feasibility of possible limited expansion of deck area to enable more efficient and safe truck operation is being considered. Feasibility of expanded hoist provision and location is part of this inquiry. The leases provide that a tenant may provide another hoist at a location approved in advance by the Harbor Master.

### **Facilities Condition Survey:**

The District has begun a comprehensive Facilities Condition Survey at both Pillar Point Harbor and Oyster Point Marina. This survey will update the previous survey done several years ago. The survey will include condition of the Johnson Pier and related District facilities and structures. The survey outcome may have implications for use of hoists on the pier.

### **Strategic Business Plan:**


The Facilities Condition Survey will be a direct input to the District's multi-year Strategic Business Plan, which will get under way in 2014. As part of the Business Plan's Pillar point component, a fisheries sustainability plan linked with a facilities needs analysis will be included. This will consider improvements, expansion, and economic, physical, and environmental feasibility of fishing infrastructure including hoists.

**San Mateo  
County Harbor  
District**

## Memo

**Date:** 1/9/2014

**To:** Board of Harbor Commissioners

**From:** Peter Grenell, General Manager   
Debra Galarza, Director of Finance  
Scott Grindy, Harbor Master

**Re:** Informational Report: District Collections and Lien Procedure

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### SUMMARY

Following is an outline of the Harbor District's collection procedure for vessel berth and related fees at Pillar Point Harbor and Oyster Point Marina/Park.

### OUTLINE OF STEPS

1. Berth holders in good standing pay their berth fees monthly as required by their berth agreements.
2. If a payment is 30 days late, a late notice is sent requiring payment within 10 days.
3. If no payment is received within the 10 days, a 3-day or 30-day berth termination notice is sent. In most instances, a lien is also filed. If a tenant is a live-aboard and has been in the harbor for longer than one year, a 60-day termination notice is sent.

4. A lien is a claim made against property owned by a debtor. A boater who signs a vessel berthing agreement to keep his/her vessel in a District berth is obligated to pay and the District has the right to collect berth fees due under the agreement. If fees required by the berthing agreement are not paid, the District may obtain permission from the CA Dept. of Motor Vehicles (DMV), with whom the owner has registered the boat, to hold a lien sale in order to recover the amount due and unpaid by the berth holder.
5. The District uses a private company to file liens with the DMV, post the required public notices, and hold the lien sale. It takes about 2 ½-3 months for the whole process of filing the lien through lien sale public auction. Bidders in the auction must pay a \$1,000 deposit before they can bid on any boat. The highest bidder must then pay 10% of the lien sale price of the boat right after the auction.
6. The delinquent berth holder has, by law, up to 10 days after a lien sale auction to pay the balance due of berth fees in order to retain ownership of the boat.
7. If the delinquent berth holder pays off the balance due within 10 days, the District releases the lien. The initial deposit and 10% of sale price paid by the successful bidder is then refunded.
8. If the delinquent berth holder does not pay off the balance due within the 10 days, the successful bidder from the lien sale auction pays the remaining 90% due, and has 3 days to remove the boat from the harbor (or marina). If the boat is removed within those 3 days, the bidder's deposit will be refunded. Once the vessel is removed, the vessel cannot return to any Harbor District facility for 90 days. If the successful bidder does not follow the guidelines and the vessel remains in the harbor, the successful bidders lose their \$1,000 deposits.
9. For any vessel purchased at auction to return to any District harbor facility, the vessel's seaworthiness and operability must be approved by the Harbor Master and the owner must submit a berth rental application with all appropriate paperwork.
10. It should be noted that boats may be simply abandoned by the owners, who then are not reachable. This situation is of particular

concern if the boat is not in good condition (not seaworthy or inoperable or otherwise in violation of an ordinance code provision with adverse environmental risks). If this occurs, the District must go through a lengthy process of obtaining control of the vessel in the absence of having the owner's pink slip. It typically is quicker and easier at first to put the boat up for lien sale.

11. It should also be noted that a delinquent boater may file an objection to a lien sale with the DMV. If this occurs, the District has the right to seek a court judgment confirming the lien, in either the small claims or superior court.

# Memo

**DATE:** December 17, 2013

**TO:** Board of Harbor Commissioners

**THRU:** Peter Grenell  
General Manager

**FROM:** Marietta Harris  
Human Resources Manager

**RE:** Information on District Policies and Procedures regarding Alcohol

**CC:** Managers  
District Counsel

In response to a request from the Harbor District Commissioners for information on alcohol policies at the Harbor District, I am providing the information below.

Resolution 14-91 states that the San Mateo County Harbor Commission “declares its workplace to be drug-free and authorizes the General Manager to carry out the Harbor Commission’s Policy through the adoption of administrative directive or regulations for all employees of the District.

District Policy 6.1.13 provides for pre-employment health screening that may include a drug screening, District practice is that all positions are subject to a pre-employment drug screen.

District Policy 6.2.1 District Personnel Conduct, Section 3 Misconduct defines “drinking alcohol or using illegal drugs while on duty” as misconduct. “Employees may be disciplined if found to be inappropriate in their conduct while performing official duties...”

A random drug or alcohol screening program has not been ratified by the union employees. The District cannot perform random drug or alcohol testing on union members at this time. However, both Union Memoranda of Understanding state that if the “General Manager has reason to believe that an employee is not mentally or physically competent to perform assigned duties or may represent a risk to co-workers or the public, the General Manager

may require the employee to undergo a Fitness for Duty Examination...” Fitness for Duty Examination may include drug testing.

The District participates in a consortium for voluntary random drug testing for employees holding a Captain’s License. Alternative Safety & Testing Solutions is the administrator of the program

To summarize, currently, the Harbor District has three policies related to alcohol and employees. Copies of the Policies are attached. They are the following:

Policy 4.2.1 - Expense Accounting and Expenditure Reimbursement for Employees

- This Policy states that alcoholic beverages are non-allowable reimbursable expenditures.

Policy 4.2.4 – Expense Accounting and Expenditure Reimbursement for Commissioners

- This Policy states alcoholic beverages are non-allowable reimbursable expenditures.

Policy 6.2.1 – District Personnel Conduct

Reporting to work while under the influence of alcohol and/or illegal drugs is considered misconduct and will not be tolerated.

The 2013 Employee Appreciation Dinner was held at the Oceano Hotel. Wine bottles were on the dining tables. In September 2013, Commissioner Brennan requested information about why there were wine bottles on the tables and if the Harbor District pay for them, We provided information to her that the wine is complementary to the package that was purchased by the Harbor District. At the time that the Harbor District purchased the package there was no indication that wine was included. At the Harbor District meeting on December 4, 2013, another inquiry was made by Commissioner Brennan regarding the wine on the tables at the Employee Appreciation Dinner in February of 2013. The response is the same as above.

ORIGINAL

APPROVED

**SAN MATEO COUNTY HARBOR DISTRICT**

**BOARD OF HARBOR COMMISSIONERS**

**RESOLUTION NO. 14-91**

**DECLARING THE**

**SAN MATEO COUNTY HARBOR DISTRICT A DRUG FREE WORKPLACE**

**WHEREAS**, California Government Code Section § 8355 requires grant recipients to certify they are in compliance with said law, and

**WHEREAS**, on July 19, 1991, the California Department of Boating and Waterways approved a grant of \$1,400,000 for construction of Phase II of the Pillar Point Boat Launch Ramp Project for the San Mateo County Harbor District, and

**WHEREAS**, the San Mateo County Harbor District is desirous of complying with Section § 8355 of the California Government Code,

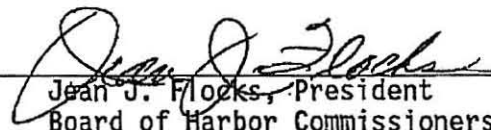
**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the San Mateo County Harbor Commission hereby declares its workplace to be drug-free and authorizes the General Manager to carry out the Harbor Commission's Policy through the adoption of administrative directives or regulations for all employees of the District.

Regularly passed and adopted at a special adjourned meeting of the Board of Harbor Commissioners of the San Mateo County Harbor District held this 30th day of July, 1991, by a vote of the members recorded as follows:

**AYES:** Commissioners Jean Flocks, Charles Boerio, Raymond Farnow, Frank Lee

**NOES:** ---

**ABSENT:** Commissioner Victor Subbotin

  
Jean J. Flocks, President  
Board of Harbor Commissioners



**EXHIBIT I**  
**SAN MATEO COUNTY HARBOR DISTRICT**  
**DRUG-FREE WORKPLACE POLICY AND PROCEDURE**

**POLICY**

The San Mateo County Harbor District's Board of Harbor Commissioners hereby declares its workplace to be drug-free (Resolution 14-91).

**POLICY ARTICULATION**

The District is committed to maintaining a safe and healthy workplace, and the District will not tolerate the unauthorized use of drugs or alcohol by employees on duty or at any District work site, nor will the District permit any employee to work while impaired because of the use of drugs or alcohol.

The District's employees should be able to work in an alcohol and drug-free setting, and to work with employees who are free from the effects of drugs and alcohol. The District considers employees who abuse alcohol and/or drugs to be a danger to themselves and their co-workers.

This statement sets forth the District's commitment to comply with the requirements of the Federal Drug-Free Workplace Act of 1988 and Section 8355 of the California Government Code.

**PROCEDURE**

1. The unlawful use, possession, manufacture, distribution, dispensation, sale, trade, or transfer of alcohol and/or illegal drugs and/or controlled substances while on the job in the District's workplaces or properties including vehicles, except for District-approved functions, or while wearing District uniform is prohibited, and such conduct may result in disciplinary action up to and including termination of employment.

The General Manager will consider holding proposed disciplinary action in abeyance and referring the employee to appropriate counseling and treatment for rehabilitation of substance abuse. If the General Manager makes such a referral, such employee will not be subject to any disciplinary action while actively and successfully participating in such treatment or counseling program, subject to his/her compliance with District rules and maintenance of acceptable job performance.

2. As a condition of employment, employees must abide by the terms of this policy and procedure statement and must notify the General Manager in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. The General Manager will notify the federal granting agency(ies) within ten (10) days after receiving such notice of conviction. Any employee so convicted will be disciplined and/or, at the General Manager's discretion, may be required to successfully participate in a drug assistance program or rehabilitation program approved by Federal, State, or local health, law enforcement, or other appropriate agency. After successful completion of the rehabilitation or treatment program, the employee, if on approved leave of absence or sick leave, shall be returned to active service at the discretion of the General Manager.

Return to service may be conditioned on the completion of a medical examination, including a drug or alcohol test.

For purposes of this provision, the term conviction means a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes. Failure by an employee to so notify the General Manager of such a conviction will itself result in disciplinary action that may be up to and including termination of employment.

3. District staff supervisors are expected to monitor the workplace for subordinates who exhibit impaired job performance or behavior that may be subject to this drug-free workplace policy and procedure. Supervisors are responsible for appropriate and prompt action regarding an employee who appears to fall within the guidelines of this policy and procedure, including notifying the General Manager as soon as possible. It is not the supervisor's job to diagnose personal problems, but the supervisor should encourage employees to seek assistance and advise them of available resources for getting help. Such resources include the following:

San.Mateo County Alcohol and Other Drug Services Prevention Program,  
(tel: 650-802-6400)  
National Council on Alcoholism and Drug Dependence  
Alcoholics Anonymous  
Narcotics Anonymous.

4. The District is committed to providing reasonable accommodations to those employees whose drug or alcohol problem classifies them as handicapped under federal law.

5. In order for supervisors to be able to carry out their responsibilities referred to in paragraph 3 above, they must be capable of recognizing an "at risk" employee, without over-reacting to unfounded suspicions of drug or alcohol use that would infringe on an employee's rights of privacy and confidentiality. The District will ensure that supervisors receive adequate training, if they have not already done so, to enable them to carry out this responsibility including understanding what constitutes "reasonable suspicion".

6. "Reasonable suspicion" is that degree of perception that would lead an ordinary, prudent and cautious person to believe, based on observations, that the employee has ingested drugs or alcohol. (The presence of the odor of alcohol, without other evidence of impairment, does not constitute reasonable suspicion.) Such observations may include, but are not limited to,

- a) an excessive record of tardiness or absenteeism;
- b) observed alcohol consumption on the job (Harbor District approved functions are excepted);
- c) observed use of drugs on the job;
- d) an incoherent mental state or apparent physical state of impairment that limits the performance of required duties;
- e) deteriorating work performance;
- f) accidents or other actions that provide reasonable suspicion the employee may be under the influence of drugs or alcohol on the job.

7. When a supervisor has "reasonable suspicion" that an employee is intoxicated or under the influence of drugs and/or alcohol while on duty or at a District work site, the

supervisor may prevent the employee from engaging in further work, remove the employee from the work place, or consult with another manager or supervisor or the General Manager to confirm their suspicions, and then take appropriate action, or may request authorization from the General Manager to test the concerned employee for alcohol or drug usage. The employee shall be informed that a union representative or shop steward could be notified, at the employee's request. Managers may notify the appropriate law enforcement agency.

8. A supervisor who has requested authorization to test an employee must immediately prepare written, confidential documentation of the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Written documentation supporting requests for employee testing as well as the results of such tests will be contained in a separate confidential file kept under the control of the General Manager. The reports of test results shall be disclosed to the tested employee upon request.

A positive test from a drug and/or alcohol analysis may result in disciplinary action up to and including termination of employment.

The concerned employee shall be informed that any refusal to cooperate with the administration of the drug or alcohol test will be considered insubordination and may result in discipline up to and including termination.

9. The District's goal is to balance respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent is to offer help to those who need it, while making clear that the illegal use of drugs or abuse of alcohol is incompatible with employment at the San Mateo County Harbor District. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have a drug or alcohol problem to seek help.

10. Any employee who voluntarily reports that he/she is experiencing a substance abuse problem will be encouraged by Management to seek professional help for the problem.

11. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from available resources, including but not limited to those referred to in paragraph 3 above.

12. Possession and use of legally prescribed drugs may be permitted on District premises or work site provided the drugs are prescribed by an authorized medical practitioner for current use by the person in possession of them. Reporting to or being at work with sufficient quantities of prescribed or over-the-counter medications which adversely effect an employee's ability to perform job duties or which pose a safety risk to the employee, other persons, or District property, is prohibited. Violation of this prohibition may result in disciplinary action up to and including termination. Any employee possessing or using valid prescription or over-the-counter medication when on the job shall notify his/her immediate supervisor before beginning work if he/she knows of any hazardous effects of taking the medication, and shall provide his/her supervisor proper written medical authorization to work from an authorized medical practitioner.

13. The District's employees are informed about the dangers of substance abuse in the workplace as follows: Drug or alcohol abuse can lead to increased accidents and

accident risks, lower productivity, poor work quality, equipment breakdown, absenteeism, staff turnover, poor morale, and theft of equipment and material.

14. This policy is non-discriminatory and applies equally to all employees of the San Mateo County Harbor District.

**ACKNOWLEDGEMENT OF RECEIPT  
AND UNDERSTANDING OF SAN MATEO COUNTY HARBOR DISTRICT  
POLICY ON DRUGS AND ALCOHOL ABUSE IN THE WORK PLACE**

By my signature, I acknowledge that I have received and have read the San Mateo County Harbor District Drug-Free Workplace Policy and Procedure Statement, have had any questions about its meaning clarified, and agree to comply with it as a condition of employment. I further understand that this completed form will become a permanent part of my personnel file.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Signature)

# San Mateo County Harbor District

<b>Policies and Procedures</b>	<b>Number:</b> 6.1.13	<b>Date of Adoption:</b> 12/3/97	<b>Adopted By:</b> Resolution 39-97
<b>Title:</b> Employment Hiring Process	<b>Prepared By:</b> P. Grenell	<b>Approved By:</b> Board of Harbor Commissioners	<b>Page:</b> Page 1 of 8
<b>Purpose:</b> To establish a policy and procedure for all phases of the hiring process to include recruitment, testing, interview, reference check, notification, certified employment list and appointment.			

## 1. STATEMENT OF POLICY

The Personnel Office will administer and coordinate the hiring process for all positions within the San Mateo County Harbor District to ensure compliance with contractual, legal, and equal opportunity requirements.

## 2. RECRUITMENT

- 2.1 The Personnel Office will be notified by the Department Head immediately of all position vacancies.
- 2.2 The affected department may be asked to assist the Personnel Office, as necessary, in formulating the job announcement, ads, and in determining special applicant sources.
- 2.3 A determination will be made by the General Manager whether to accept current employee applications only for a promotional appointment or whether the position will be open-competitive to all candidates.
- 2.4 The Personnel Office will distribute to all District departments copies of the job announcement, whether the position is promotional or open-competitive, for posting for a minimum of five working days. In cases where the job is open-competitive to all candidates, job announcements will be published in the San Mateo County Times and the Half Moon Bay Review. For operational positions at Pillar Point Harbor and Oyster Point Marina/Park, open-competitive job announcements will also be sent to San Francisco Bay area marinas/harbors.
- 2.5 If the District feels the necessity for outside recruitment services, the General Manager or the Board of Harbor Commissioners will select the recruitment agency. The District may use only those recruitment services which do not discriminate on the basis of race, color, religion, creed, age, sex, national origin, marital status, or disability in making referrals.
- 2.6 The Personnel Office will screen active application files and lists for possible candidates. These candidates will be contacted to determine current interest in District employment prior to the closing date listed on the employment notice.
- 2.7 Applications shall be submitted to the Personnel Office using District Employment Application forms and are required in the application process. No applicant will be considered if they only submit a resume.

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- 2.8 All applications will be kept on file for two years and may be used to consider an application for all positions for which he or she may be qualified.
- 2.9 Current employees interested in applying for another position within the District should follow procedures as outlined in the policies on TRANSFERS (Policy # 6.3.7), or PROMOTIONS (Policy # 6.3.5).
- 2.10 No applications for a position will be accepted after the published closing and/or receipt date. If there are not sufficient qualified candidates at the closing date, the position will be re-opened and re-advertised.
- 2.11 The Personnel Office will screen all applications received to determine qualification for the position to be filled. Applications of top candidates will be forwarded to the department for final review and comment prior to scheduling candidates for interviews.
- 2.12 Applicants may be disqualified for consideration for employment when any of the following facts exist:
- 2.12.1 Incomplete application
  - 2.12.2 They do not possess the qualifications for the job.
  - 2.12.3 They have demonstrated an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by the results of a reference check.
  - 2.12.4 They have made false statements of any material facts or practiced deception in their application.
  - 2.12.5 Or other significant issues which would bear significant negative impact to the District.
- 2.13 All applicants under the age of 18 must comply with the requirement stated in the Minor Work Permits Policy.

### 3. TESTING

- 3.1 Applicants who apply for positions within the District shall be administered an examination developed specifically for that position and shall test for skill level and, qualifications required for the specific position. Examinations shall test the applicants technical and general knowledge of the abilities needed for each position.
- 3.2 The examination may consist of any or all of the following: oral interview/application review, a structured questionnaire, practical tests, written tests, physical agility exercises, etc. In all cases, the testing will be job-related and designed to determine the candidate's knowledge, skills and abilities for the position.

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- 3.3 Applicants will be required to successfully pass the oral and/or written examinations for the particular position as determined by the District to be considered for employment.
- 3.4 Oral interview questions and other examination contents are developed by the Personnel Office with assistance provided by the department. Examination contents are confidential and unauthorized disclosure to any candidate is grounds for discipline.
- 3.5 The testing process will be administered by the Personnel Office, with assistance from the department, as determined by the Personnel Officer, unless otherwise requested by the hiring department.
- 3.6 The Personnel Office shall ensure that all testing is based on bona fide occupational qualifications.
- 3.7 The Personnel Office shall ensure that reasonable accommodations are made in test procedures to assure that persons with disabilities can be tested in an appropriate manner.
- 3.8 The following are ways in which the District may accommodate an applicant with a disability: replace written tests with on-the-job tests or verbal testing, enlarge print in exams, magnification, amplification devices, interpreters. The Personnel Office shall inquire in testing announcements whether an applicant requires a disability-related accommodation.
- 3.9 The following examinations are listed for each position with the minimum score required and its related percentage for the interview process.

<u>Position</u>	<u>Examination</u>	<u>Minimum Score</u>	<u>Weighted (Percentage)</u>
Deputy Harbormaster	Deputy Harbormaster Exam	70 out of 100 possible points	25%
	General Knowledge Exam for Deputy Harbormasters	none	10%
	Essay	none	10%
	Boating Skills	none	15%
	Swimming Test	Pass	
	Physical Agility (Dummy Drag)	Pass	
	Interview		40%



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<u>Position</u>	<u>Examination</u>	<u>Minimum Score</u>	<u>Weighted (Percentage)</u>
Harbor Worker	Harbor Worker Exam	70 out of 100 possible points	25%
	General Knowledge Exam	none	15%
	Essay	none	10%
	Interview		50%
Accounting	Accounting Test	none	50% combined for all 3 tests
	Accounting Questionnaire	none	
	General Knowledge Exam	none	
	Interview		50%
Accounting Technician /Administrative Assistant	Accounting Test	none	50% combined for both tests
	General Knowledge Exam	none	
	Interview		50%
Administrative Assistant	Writing on computer	none	50% combined for both tests
	General Knowledge Exam	none	
	Interview		50%
Launch Ramp Attendant	Launch Ramp Exam	75 points out of 100 possible pts	50%
	Interview		50%

#### 4. INTERVIEW PROCESS

The employment interview is part of the selection process. The primary function of the interview is to obtain data or certain knowledge of the skills and abilities of a candidate not available through review of applications, resumes and the written examination process. Certain guidelines will be observed to maximize the validity and reliability of the interview process as well as ensure the adherence to current EEOC requirements.

- 4.1 The Personnel Office shall coordinate the interview process, including selection of panel members, scheduling candidates, development of interview questions, etc.

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4.2 The interview panel will be selected and confirmed by the Personnel Office with input by the affected department. Generally no more than five individuals will serve on the interview panel.

The composition of the interview panel shall generally consist of personnel who have expertise with the technical elements of the position and a personnel specialist. Careful selection will be made of panel members to ensure objectivity and job knowledge. Relatives or personal friends of the applicants will be excluded from serving on the panel. Individuals from other agencies who are considered knowledgeable in areas related to the designated position may be utilized on the interview panel.

Reasonable accommodations shall be made for disabled applicants to allow participation in the interview process.

4.3 The Personnel Office and the Department Head in which the position vacancy exists shall be responsible for the development of interview questions and standards for measurement of candidate responses. Consistency will be maintained in the questions asked of all candidates. The questions shall be job-related. Questions will be designed to measure job knowledge, experience, education or to solicit responses which reflect those personal traits which are job-related. Questions which pertain to race, sex, religion, age or marital status or other inquiries which tend to directly or indirectly disclose such information are prohibited.

4.4 Any questions that would indirectly divulge an applicant's age, national origin, or other discriminatory factor shall be made in strict accordance with Law.

4.5 Inquiries as to an applicant's ability to read, write or speak English and foreign languages are permitted when such inquiries are based on job requirements.

4.6 Inquiries about whether an applicant has certain specified sensory, mental, or physical disabilities which relate reasonably to fitness to perform the particular job, or whether an applicant has any disabilities or health problems which may affect work performance or which the employer should take into account may be permitted, but only under the direction of the Personnel Officer.

4.7 Other general inquiries which would tend to divulge disabilities or health conditions which do not reasonably relate to fitness to perform the job are not permitted.

4.8 The Personnel office will inform the interview panel of the responsibilities and requirements of the position to be staffed. Copies of the applications of final candidates will also be provided to the interview panel members prior to the interview, along with proposed interview questions. A representative of the Personnel Office will meet with panel members prior to the interview for an orientation on appropriate interview and assessment techniques needed to evaluate each candidate objectively.

4.9 Each panel member scores the candidates independently.

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4.10 Following the interview, the Personnel Department will tally the examination results and interview scores and calculate final total score.

## 5. CERTIFIED EMPLOYMENT LIST

### 5.1 PLACEMENT ON LIST

5.1.1 Upon completion of the examination process, candidates who successfully completed all components of the examination and receive a minimum of 70% of total points shall be placed, from highest to lowest score, on a certified employment list for the position. In the event two or more candidates receive the identical final, average score, the score earned by each candidate on the test given the greatest weight shall determine the position of the candidate's name on the list. Should this means fail to break the tie, the date and time on which each candidate's application was filed will be applied as the determining factor. The certified employment list shall be submitted to the Board of Harbor Commissioners for approval prior to any appointment being made from the list.

### 5.2 TERM OF LIST

5.2.1 Certified employment lists shall become effective upon the approval of the Board of Harbor Commissioners and shall remain valid for a period of one year, unless extended for an additional one (1) year by the Board of Harbor Commissioners.

### 5.3 APPOINTMENT FROM LIST

5.3.1 All vacancies within the District shall be filled by appointment from the certified employment list for the individual position. Appointments may be made from any classification on the certified employment list to serve in the best interest of the District.

5.3.2 Certified employment lists shall be classified in the following order:

- a) Classification Reinstatement
- b) Re-Employment
- c) Reinstatement
- d) Promotional
- e) Open-Competitive

5.3.3 Notwithstanding the above order, appointments may be made from any category in the above list if the General Manager determines that such appointments are in the best interest of the District.

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## 6. REFERENCE CHECK

- 6.1 Before any offer of employment is extended by the Personnel Office, the Personnel Office shall conduct a reference check on the final candidate(s). This check shall include verification of previous employment duties, dates of previous employment, work history, attendance record, strengths, weaknesses, safety record, and other pertinent information. Parts of the reference check may be delegated to the affected department.
- 6.2 All positions may be designated by the Personnel Office to undergo a check on the applicant's driving record.
- 6.3 No reference check or background investigation will be conducted without first notifying the applicant of the investigation.
- 6.4 Certain positions may be designated by the Personnel Officer or the Board of Harbor Commissioners to undergo a thorough background check by the Police Department or other designated individual/agency.
- 6.5 Results of the reference check and/or background check will help determine the applicant's fitness for the position. The reference and background checks shall be considered confidential.
- 6.6 A recommendation for hire will be forwarded to the Department Head, and/or General Manager, for final approval to extend an offer of employment.

## 7. APPLICANT NOTIFICATION

- 7.1 After references are verified and a final decision reached, the Personnel Officer shall notify the candidate of his/her selection, with an employment offer, and request that the offer be accepted or rejected within a set number of days.
- 7.2 If the first offer is rejected, it will be decided whether to hire another candidate or to re-open the position.
- 7.3 Once a candidate accepts the employment offer, all other candidates are notified in writing that they were not selected for the position, whether they were placed on the certified employment list for that position and their status for future employment.

## 8. APPOINTMENT

- 8.1 For all positions, an employment confirmation letter is forwarded to the final accepting candidate outlining the terms of employment. The letter is prepared and mailed by the Personnel Office in cooperation with the Department Head.

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8.2 Personnel Action Forms will be prepared for the new employee by the Personnel Office.  
(See Attachment A.)

## 9. APPLICANT EXPENSES

- 9.1 Unless approved by the District Manager or Board of Harbor Commissioners, the District does not reimburse any applicant for travel costs in conjunction with the hiring process.
- 9.2 Relocation costs are paid in full by the employee unless otherwise budgeted and approved by the District Manager or Board of Harbor Commissioners.
- 9.3 The applicant should be advised of Items 1 and 2 above before reporting for the interview.

# San Mateo County Harbor District

<b>Policies and Procedures</b>	<b>Number:</b> 6.2.1	<b>Approved Date:</b> 12/3/97	<b>Revision:</b> 9/21/05
<b>Title:</b> District Personnel Conduct	<b>Prepared By:</b> E. Wilkerson	<b>Approved By:</b> Resolution 39-97 Resolution 27-05	<b>Page:</b> 1 of 3
<b>Purpose:</b> To provide guidance to District Personnel on acceptable conduct while on official duties representing the District.			

## 1. Statement Of Policy

All District personnel shall maintain high standards of cooperation, integrity and ethical standards of conduct in dealing with the general public and while performing official duties. This policy is intended to provide positive direction to District Personnel in order to prevent potential conflicts of interest and inappropriate conduct.

## 2. Conflicts Of Interest

No District personnel shall engage in any act that is in conflict, or creates an appearance of unfairness or conflict with the performance of official duties. An employee who engages in a conflict of interest may be subject to discipline up to and including termination. District personnel shall be deemed to have a conflict if the individual:

- A. Has any financial interest in any sale to the District of any goods or services when such financial interest was received with prior knowledge that the District intended to purchase the property, goods, or services.
- B. Solicits, accepts, or seeks a gift, gratuity, or favor from any person, firm, or cooperation involved in a contract or transaction that is or may be the subject of official action by the District.
  - Recognizing that personal friendships often precede and can evolve from official contact between District personnel and persons engaged in business with the District, reasonable exceptions to this section are permitted for those occasions that are social in nature and are not predicated on the person's ability to influence, directly or indirectly, any matter before the District.

District personnel will be guided in interpreting this section by the distinction between a gift, gratuity, or favor given or received which has significant monetary value and is offered or accepted in expectation of preferential treatment, and an expression of courtesy. Examples of acceptable courtesies include: a meal or social event, exchanges of floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays, promotions; a sample or promotional gift of nominal value (\$25.00 or less).

- C. Participates in his/her capacity as District personnel in the issuing of a purchase order or contract in which he/she has a private pecuniary interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the District.
- D. Engages in, accepts employment from, or renders services for private interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or gives the appearance of the above.

<b>Policies and Procedures</b>	<b>Number:</b> 6.2.1	<b>Approved Date:</b> 12/3/97	<b>Revision:</b> 9/21/05
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- E. Except for courtesies as stated above, no District personnel shall give or receive, directly or indirectly, or agree to receive any compensation, gift, reward, commission or gratuity from any source except the District for any matter directly connected with or related to his/her official duties as District personnel.
- F. Discloses or uses without authorization confidential information concerning property or affairs of the District to advance a private interest with respect to any contact or transaction which is or may be the subject of official action of the District.

### 3. MISCONDUCT

The following conduct is defined as misconduct and will not be tolerated. This list is not all-inclusive of misconduct, but contains the most common unacceptable behavior:

- A. The use of profanity or abusive language towards a member of the general public or towards another employee while performing official duties as a District employee.
- B. The use of force towards a member of the public or towards another employee, to include physical violence.
- C. Divulging or misusing confidential information, including removal from District premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind will not be tolerated.
- D. Accepting fees, gifts, or other valuable items in the performance of the employee's official duties for the District.
- E. Removing money, merchandise, or property belonging to the District without permission from Harbormaster or General Manager.
- F. Dishonesty, including intentionally giving false information, intentionally falsifying records or making false statements.
- G. Reporting to work while under the influence of alcohol and/or illegal drugs.
- H. Insubordination inclusive of not following the Captain's direction while a crewmember onboard a vessel.
- I. Boarding a berthed vessel, under non-emergency conditions, for Harbor District non-business reasons without proper notification to the owner at least twenty-four hours prior to boarding.
- J. Selling drugs while on duty or dispensing prescription drugs.
- K. Drinking alcohol or using illegal drugs while on duty.

Employees may be disciplined if found to be inappropriate in their conduct while performing official duties as employees of the San Mateo County Harbor District or found to be inappropriate in their conduct towards members of the public or other employees.

Elected officials of the District upon hearing complaints from members of the general public or employees relative to District personnel shall immediately transmit the complaint to the Personnel Officer of the District, who is the General Manager or the General Manager's designee. The elected official shall take no further action of the complaint.

<b>Policies and Procedures</b>	<b>Number:</b> 6.2.1	<b>Approved Date:</b> 12/3/97	<b>Revision:</b> 9/21/05
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#### 4. EMPLOYEE ASSISTANCE PROGRAM

The District contracts with an Employee Assistance Program provider for all employees who want to seek assistance for help with work and life style issues including drug and alcohol problems.



# San Mateo County Harbor District

<b>Policy</b>	<b>Number:</b> 4.2.1	<b>Date of Approval:</b> 06/21/2006	<b>Adopted By:</b> Resolution 36-98
<b>Title:</b> Expense Accounting and Expenditure Reimbursement for Employees	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b> Resolution 31-06	<b>Page:</b> Page 1 of 5
<b>Purpose:</b> To establish policy guidelines on District reimbursement for expenses for District employees while on District business			

## 1.0 Statement of Policy

It is the policy of the District to prescribe the manner in which district employees may be reimbursed for expenditures related to District business. This policy applies to all employees and its provisions regarding expense reimbursement are intended to result in no personal gain or loss to an employee.

## 2.0 Description of Procedure

Whenever district employees desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to District business, they shall submit their requests on a reimbursement form approved by the General Manager. Included on the reimbursement form will be an explanation of the district-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.

The General Manager or Director of Finance will review and approve reimbursement requests.

Reimbursement rates shall coincide with rates set by Internal Revenue Service Publication 463 or its successor publication(s).

Any and all expenses that do not fall within the adopted reimbursement policy or the IRS reimbursable rates are not eligible for reimbursement.

The District shall provide expense reimbursement report forms to employees who incur reimbursable expenses on behalf of the District to document that their expenses adhere to this policy.

Receipts are required to be submitted in conjunction with all items listed on the expense report form. Expenses without receipts will not be reimbursed.

Expense reports shall be submitted within a reasonable time, but not more than sixty (60) days after incurring the expense.

It is against the law to falsify expense reports. Penalties for misuse of public resources or violating this policy may include, but are not limited to, the following:

- a) The loss of reimbursement privileges;
- b) Restitution to the local agency;
- c) Civil penalties for misuse of public resources pursuant to Government Code Section 8314; and
- d) Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code, penalties for which include 2, 3 or 4 years in prison.

<b>Policy</b>	<b>Number:</b> 4.2.1	<b>Date of Approval:</b> 6/21/2006	<b>Adopted By:</b> Resolution 36-98
<b>Title:</b> Expense Accounting and Expenditure Reimbursement for Employees	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b> Resolution 31-06	<b>Page:</b> Page 2 of 5

## 2.1 PRIOR APPROVALS

### 2.1.1 Out-of-State Travel and Expenses

Requires prior approval by the Board of Harbor Commissioners, in writing, which shall verify that budgeted funds are available prior to approving the travel and expenses.

### 2.1.2 Travel and Expenses Outside of San Francisco and San Mateo Counties

Travel and expenses for employees require the prior approval of the General Manager. The General Manager shall verify that budgeted funds are available prior to approving the travel and expenses.

### 2.1.3 Travel and Expenses Within San Francisco and San Mateo Counties

Travel and expenses for employees require the prior approval of the Department or Site Manager. The Department or Site Manager shall verify that budgeted funds are available prior to approving the travel and expenses.

## *Allowable Expenses*

### 3.1 General Expenses

#### 3.1.1 *Parking Fees and Tolls*

Parking fees and tolls will be reimbursed by actual cost and receipts shall be presented where possible.

#### 3.1.2 *Tips*

Tips shall be reimbursed when customary and reasonable but not to exceed fifteen percent (15%).

#### 3.1.3 *Meals*

Meal reimbursements are to be itemized unless employee opts for a Per Diem Meal reimbursement. The Per Diem rates including tax and gratuity are:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$28.00

The above prices are to be used as a guideline for those who do not opt for the Per Diem reimbursement (without receipt). Daily total with receipts will not exceed \$53.00. Full itemization should be made when receipts are unavailable.

#### 3.1.4 *Other Miscellaneous Expenses*

Other miscellaneous expenses incurred either personally or on a District credit card shall require the approval of the appropriate authority outline in Section 2.1, Prior Approvals, prior to the expenses being incurred.

<b>Policy</b>	<b>Number:</b> 4.2.1	<b>Date of Approval:</b> 6/21/2006	<b>Adopted By:</b> Resolution 36-98
<b>Title:</b> Expense Accounting and Expenditure Reimbursement for Employees	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b> Resolution 31-06	<b>Page:</b> Page 3 of 5

### 3.2 Expenses Incurred Within San Francisco or San Mateo Counties

#### 3.2.1 *Mileage*

Employees who utilize their personal vehicles on travel assignments will be allowed the IRS allowable rate per mile.

#### 3.2.2 *Meals*

Reimbursement for meals will be allowed only when the employee is attending a seminar, conference, or meeting as a representative of the District for a specific purpose, or when the employee's attendance will directly benefit the District. No reimbursement will be allowed for meetings that are of a social nature.

### 3.3 Expenses Incurred Outside San Francisco and San Mateo Counties

#### 3.3.1 *Lodging*

Lodging connected with District business as listed in Section 7.0 of this Policy or other prior approved events shall not exceed the maximum group rate published for the conference or activity. Use of the conference hotel is generally recommended. If the published group rate is unavailable employees shall be reimbursed for comparable lodging at government or IRS rates.

Lodging expenses will be reimbursed on completion of authorized travel upon submittal of proper claim. The single rate should be clearly indicated on all receipts.

#### 3.3.2 *Mileage Allowance*

Employees who utilize their personal vehicles on travel assignments will be allowed the IRS allowable rate per mile. Each Employee who drives a private vehicle on District business must have copy of their personal liability insurance on said vehicle on file at the District Office. No reimbursement for mileage shall exceed the dollar amount of round trip airfare at the coach rate on a licensed common carrier, plus auto rental or taxi fare at point of destination.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. The actual odometer reading from the District offices to destination and return to the District offices will be used.

If an employee, for his or her own convenience, travels by an indirect route or interrupts travels by the most economical route, the employee shall bear any extra expense involved. Reimbursement for such travel shall be for only that part of the expense as would have been necessary in order to travel.

#### 3.3.3 *Air Travel*

Reservations should be made far enough in advance to assure that the District realizes the maximum discount available. The District shall pay for economy class, and no higher.

<b>Policy</b>	<b>Number:</b> 4.2.1	<b>Date of Approval:</b> 6/21/2006	<b>Adopted By:</b> Resolution 36-98
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### 3.4 Booking of Travel

All travel arrangements will be made by a person designated by the General Manager at each work site. This will assure that all maximum available discounts are obtained by the District, and that all arrangements are coordinated and uniform.

Should the employee elect to make his or her own travel arrangements and it is subsequently determined that the District could have achieved lower fares or rates, the District shall reimburse the employee only up to the amount that would have been paid by the District had it made the arrangements itself.

## 4.0 NON-ALLOWABLE EXPENSES

Laundry, cleaning, or valet service including luggage transportation (except of trips of over one week duration).

Tobacco.

Alcoholic beverages.

Entertainment including theater, movies either in room or otherwise, sporting events (including gym, massage, and/or other sports related expenses) or other events

Personal telephone calls to home in excess of one per day.

Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the Registration fee.

Fines, forfeitures, traffic citations or other penalties.

Rental vehicles except as pre-approved by the District Manager.

Expenses of a spouse or other non-employee.

Loss or damage to personal property.

Barber, beauty parlor, shoe shine or toiletries.

Personal postage

Credit card late fees as a result of untimely submission of expense accounting forms.

## 5.0 SUBMISSION OF CLAIMS FOR REIMBURSEMENT

Each employee shall submit their claim for reimbursement and other expense accounting on the form provided by the District, which shall be filled out in its entirety. The signature on said form shall attest to the truthfulness and accuracy of the claim. Forms shall be submitted as follows:

### 5.1 General Manager

All expenses incurred by the General Manager shall require action by the Board of Harbor Commissioners to approve same for payment. Forms shall be submitted to the Board Treasurer, who shall recommend approval or disapproval to the Board.

### 5.2 Department or Site Managers

All expenses incurred by Department or Site Managers shall be submitted to the General Manager, who shall approve or disapprove the expenses.

### 5.3 Other Employees

All expenses incurred by other employees shall be submitted to the Department or Site Manager, who shall recommend approval or disapproval to the General Manager, who shall approve or disapprove the claim.

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## 6.0 PAYMENT OF CLAIMS

### 6.1 Required Signatures

No claim shall be honored for payment unless it bears all required signatures. All claims shall be submitted within 60 days of the date the last expense of the claim was incurred.

### 6.2 Payment Process

All claims shall be paid in the normal Bills and Claims process.

### 6.3 Pre-Payment and Advances

The employee may request to have the District pre-pay certain high expense items such as Conference Fees, Airline tickets, etc. When this is desired the employee shall submit the request in writing, well in advance in order to permit the appropriate arrangements to be made.

When it is anticipated that the out-of-pocket expense to an employee will exceed \$50.00, the employee may request an advance against anticipated expenses by forwarding a written request to the Director of Finance at least three (3) weeks in advance of the requirement for the funds. This will permit the funds to be handled within the normal Bills and Claims process.

The employee shall be responsible for any item pre-paid by the District and not used. Failure to repay said unused expenditure to the District may be construed as a gift of public funds, and will not be allowed. The Board of Harbor Commissioners may waive this requirement in the event that illness or injury to an employee precluded attendance at, or use of the pre-paid item, or the Board finds that other extenuating circumstances intervened to preclude attendance at or use of the pre-paid item.

### 6.4 Off-Line Checks

The issuance of "off-line" checks shall be limited to emergency situations, and shall require the written authorization of the General Manager and the Director of Finance.

### 6.5 District Credit Cards

The Director of Finance is empowered to cancel, withdraw from service, or otherwise prohibit charges against any District credit card that has exceeded its authorized spending limits, or is delinquent in its accounting.

## Revision History

Original Adoption	12/20/95	Resolution 21-95
Revisions	1/1/96	Per IRS guidelines mileage rate was changed to \$.31 cents a mile.
Revision	9/16/98	Adding additional waiver language.
Revision	01/18/2006	Adding "Employee"; adjusting per diem limits
Revision	05/03/06	Remove Employee to Policy 4.2.4 per AB 1234 and clarify language
Revision	06/21/06	Clarify language and separate Commissioners

# San Mateo County Harbor District

<b>Policy</b>	<b>Number:</b> 4.2.4	<b>Date of Approval:</b> 06/21/2006	<b>Adopted By:</b> Resolution 32-06
<b>Title:</b> Expense Accounting and Expenditure Reimbursement for Commissioners	<b>Prepared By:</b> E. Wilkerson	<b>Revised By:</b>	<b>Page:</b> Page 1 of 6
<b>Purpose:</b> To establish policy guidelines on District reimbursement for expenses for Commissioners while on District business.			

## 1.0 Statement of Policy

It is the policy of the District to prescribe the manner in which commissioners may be reimbursed for expenditures related to District business. This policy applies to all members of the Board of Harbor Commissioners, and its provisions regarding expense reimbursement are intended to result in no personal gain or loss to a commissioner.

## 2.0 Description of Procedure

Whenever district commissioners desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to District business, they shall submit their requests on a reimbursement form approved by the General Manager. Included on the reimbursement form will be an explanation of the district-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.

District commissioners are eligible to receive reimbursements for travel, meals, lodging, and other reasonable and necessary expenses. Commissioners are limited to reimbursement for attending occurrences as listed in Section 7.0 of this policy and on behalf of the District. Reimbursement rates shall coincide with rates set by Internal Revenue Service Publication 463 or its successor publication(s).

Any and all expenses that do not fall within the adopted reimbursement policy or the IRS reimbursable rates are required to be approved by the Board of Harbor Commissioners of the District in a public meeting prior to the expense(s) being incurred.

Expenses that do not adhere to the adopted reimbursement policy or the IRS reimbursable rates, and that do not receive prior approval from the Board of Harbor Commissioners in a public meeting prior to the expense being incurred, shall not be eligible for reimbursement.

The District shall provide expense reimbursement report forms to commissioners who incur reimbursable expenses on behalf of the District to document that their expenses adhere to this policy.

Receipts are required to be submitted in conjunction with all items listed on the expense report form. Expenses without receipts will not be reimbursed.

Expense reports shall be submitted within a reasonable time, but not more than sixty (60) days after incurring the expense.

Commissioners attending functions consistent with Section 7.0 of this Policy or other prior approved events shall submit reports to the Board at the next Regular meeting following the event.

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It is against the law to falsify expense reports. Penalties for misuse of public resources or violating this policy may include, but are not limited to, the following:

- a) The loss of reimbursement privileges;
- b) Restitution to the local agency;
- c) Civil penalties for misuse of public resources pursuant to Government Code Section 8314; and
- d) Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code, penalties for which include 2, 3 or 4 years in prison.

## **2.1 PRIOR APPROVALS**

### **2.1.1 Out-of-State Travel and Expenses**

Requires prior approval by the Board of Harbor Commissioners, in writing, which shall verify that budgeted funds are available prior to approving the travel and expenses.

### **2.1.2 Travel and Expenses Outside of San Francisco and San Mateo Counties**

Travel and expenses for Commissioners require the prior approval of the President of the Board of Harbor Commissioners, except whenever three (3) or more Commissioners will attend, approval by a majority of the Board of Harbor Commissioners shall be required. The President of the Board of Harbor Commissioners shall verify that budgeted funds are available prior to approving the travel and expenses.

### **2.1.3 Travel and Expenses Within San Francisco and San Mateo Counties**

Travel and expenses for Commissioners require the prior approval of the President of the Board of Harbor Commissioners, except whenever three (3) or more Commissioners will attend, approval by a majority of the Board of Harbor Commissioners shall be required. The President of the Board of Harbor Commissioners shall verify that budgeted funds are available prior to approving the travel and expenses.

## **Allowable Expenses**

### **3.1 General Expenses**

#### **3.1.1 Parking Fees and Tolls**

Parking fees and tolls will be reimbursed by actual cost and receipts shall be presented where possible.

#### **3.1.2 Tips**

Tips shall be reimbursed when customary and reasonable but not to exceed fifteen percent (15%).

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### 3.1.3 *Meals*

Meal reimbursements are to be itemized unless employee opts for a Per Diem Meal reimbursement. The Per Diem rates including tax and gratuity are:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$28.00

The above prices are to be used as a guideline for those who do not opt for the Per Diem reimbursement (without receipt). It is recognized that on certain occasions it will be necessary to exceed the above guidelines. Full itemization should be made when receipts are unavailable.

### 3.1.4 *Other Miscellaneous Expenses*

Other miscellaneous expenses incurred either personally or on a District credit card shall require the approval of the appropriate authority outlined in Section 2.1, Prior Approvals, prior to the expenses being incurred.

## 3.2 **Expenses Incurred Within San Francisco or San Mateo Counties**

### 3.2.1 *Mileage*

Commissioners who utilize their personal vehicles on travel assignments will be allowed the IRS allowable rate per mile.

### 3.2.2 *Meals*

Reimbursement for meals will be allowed only when the commissioner is attending a seminar, conference, or meeting as a representative of the District for a specific purpose, or when the employee's attendance will directly benefit the District. No reimbursement will be allowed for meetings that are of a social nature.

## 3.3 **Expenses Incurred Outside San Francisco and San Mateo Counties**

### 3.3.1 *Lodging*

Lodging connected with District business as listed in Section 7.0 of this Policy or other prior approved events shall not exceed the maximum group rate published for the conference or activity. Use of the conference hotel is generally recommended. If the published group rate is unavailable commissioners shall be reimbursed for comparable lodging at government or IRS rates.

Lodging expenses will be reimbursed on completion of authorized travel upon submittal of proper claim. The single rate should be clearly indicated on all receipts.



<b>Policy</b>	<b>Number:</b> 4.2.4	<b>Date of Approval:</b> 06/21/2006	<b>Adopted By:</b> Resolution 32-06
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### 3.3.2 *Mileage Allowance*

Commissioners who utilize their personal vehicles on travel assignments will be allowed the IRS allowable rate per mile. Each Commissioner who drives a private vehicle on District business must have copy of their personal liability insurance on said vehicle on file at the District Office. No reimbursement for mileage shall exceed the dollar amount of round trip airfare at the coach rate on a licensed common carrier, plus auto rental or taxi fare at point of destination.

When two commissioners are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible, however, more than two Commissioners shall not be permitted to carpool in the same vehicle. The actual odometer reading from the District offices to destination and return to the District offices will be used.

If a Commissioner, for his or her own convenience, travels by an indirect route or interrupts travels by the most economical route, the commissioner shall bear any extra expense involved. Reimbursement for such travel shall be for only that part of the expense as would have been necessary in order to travel.

### 3.3.3 *Air Travel*

Reservations should be made far enough in advance to assure that the District realizes the maximum discount available. The District shall pay for economy class, and no higher.

### 3.4 **Booking of Travel**

All travel arrangements will be made by a person designated by the General Manager. This will assure that all maximum available discounts are obtained by the District, and that all arrangements are coordinated and uniform.

Should the Commissioner elect to make his or her own travel arrangements and it is subsequently determined that the District could have achieved lower fares or rates, the District shall reimburse the employee only up to the amount that would have been paid by the District had it made the arrangements itself.

## 4.0 **NON-ALLOWABLE EXPENSES**

Laundry, cleaning, or valet service including luggage transportation (except of trips of over one week duration).

Tobacco.

Alcoholic beverages.

Entertainment including theater, movies either in room or otherwise, sporting events (including gym, massage, and/or other sports related expenses) or other events

Personal telephone calls to home in excess of one per day.

Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the Registration fee.

Fines, forfeitures, traffic citations or other penalties.

<b>Policy</b>	<b>Number:</b> 4.2.4	<b>Date of Approval:</b> 06/21/2006	<b>Adopted By:</b> Resolution 32-06
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Rental vehicles except as pre-approved by the District Manager.  
Expenses of a spouse or other non-employee.  
Loss or damage to personal property.  
Barber, beauty parlor, shoe shine or toiletries.  
Personal postage  
Credit card late fees as a result of untimely submission of expense accounting forms.

## 5.0 SUBMISSION OF CLAIMS FOR REIMBURSEMENT

Each Commissioner shall submit their claim for reimbursement and other expense accounting on the form provided by the District, which shall be filled out in its entirety. The signature on said form shall attest to the truthfulness and accuracy of the claim. Forms shall be submitted as follows:

All expenses incurred by commissioners shall require action by the Board of Harbor Commissioners to approve same for payment. Forms shall be submitted to the Board Treasurer, who shall recommend approval or disapproval to the Board

## 6.0 PAYMENT OF CLAIMS

### 6.1 Required Signatures

No claim shall be honored for payment unless it bears all required signatures. All claims shall be submitted within 60 days of the date the last expense of the claim was incurred.

### 6.2 Payment Process

All claims shall be paid in the normal Bills and Claims process.

### 6.3 Pre-Payment and Advances

The Commissioner may request to have the District pre-pay certain high expense items such as Conference Fees, Airline tickets, etc. When this is desired the commissioner shall submit the request in writing, well in advance in order to permit the appropriate arrangements to be made.

When it is anticipated that the out-of-pocket expense to a commissioner will exceed \$50.00, the commissioner may request an advance against anticipated expenses by forwarding a written request to the Director of Finance at least three (3) weeks in advance of the requirement for the funds. This will permit the funds to be handled within the normal Bills and Claims process.

The commissioner shall be responsible for any item pre-paid by the District and not used. Failure to repay said unused expenditure to the District may be construed as a gift of public funds, and will not be allowed. The Board of Harbor Commissioners may waive this requirement in the event that illness or injury to a commissioner precluded attendance at, or use of the pre-paid item, or the Board finds that other extenuating circumstances intervened to preclude attendance at or use of the pre-paid item.

### 6.4 Off-Line Checks

The issuance of "off-line" checks shall be limited to emergency situations, and shall require the written authorization of the General Manager and the Director of Finance.

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### 6.5 District Credit Cards

The Director of Finance is empowered to cancel, withdraw from service, or otherwise prohibit charges against any District credit card that has exceeded its authorized spending limits, or is delinquent in its accounting.

### 7.0 Reimbursable Events

A district commissioner may be compensated for attending the following:

- a) A meeting of the legislative body;
- b) A meeting of an advisory body; or
- c) A conference or organized educational activity conducted in compliance with Government Code Section 54952.2©, including but not limited to ethics training required by Government Code Section 53234.
- d) Other types of occasions deemed appropriate by the Board of Harbor Commissioners and specified for reimbursement eligibility at a regular Board meeting or by policy amendment.

**San Mateo County  
Harbor District****Memo**

**Date:** January 8, 2014

**To:** Board of Harbor Commissioners

**Via:** Peter Grenell  
General Manager

**From:** Marietta L. Harris, Human Resource Manager

**Re:** Informational Report: Provision of Free Wifi at District Harbors

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**BACKGROUND**

The Board of Harbor Commissioners was provided with a report on August 12, 2013 regarding providing free wireless communication to the Harbor and Marina Community of the San Mateo County Harbor District.

Staff was asked to provide the top two options for providing free wireless. Currently, the top option would be the Open-Mesh option, if the Harbor District wanted to provide wireless options to both locations.

The Board also wanted to know if there were any options to offset the cost of providing free wireless. There is an option to have the Splash page be available to business to advertise. A splash page is a preliminary page that precedes the regular home page of a website and usually promotes a particular site feature or provides advertising. There is no way to know how much businesses would spend for this option. Most locations have their own way to advertising, including their own online options. Staff was unable to determine how much a business would pay for advertising. The Harbor District itself provides free advertisement and links to local businesses on our website. If we were able to receive advertising dollars through this option, the amount would most likely not be enough to offset the cost of providing the free wireless option.

Another option for the Harbor District would be to provide free wireless for a limited period of time, such as two hours, and if a customer wanted the wireless for a longer period they would sign up for the longer period. This option could be set up through the Open-Mesh Cloudtrax option. (see attached)

The Board also wanted to know if we would be able to find a vendor to provide the installation of wireless to the Harbor District for free. Most wireless options that were provided to city or municipal governments for free were in relation to a service or revenue that is being provided or produced. The City of San Jose installed a free wireless network in the downtown area, so that the Smart Ware technology for the parking meters could be utilized. The City of Santa Clara provided free wireless in outdoor areas in conjunction with smart meters through Silicon Valley Power. As stated before, some of the cost of providing the free wireless in Monterey is offset by parking fees from the City of Monterey Harbor parking lot.

The Board asked if it made sense to complete an RFP. The options for wireless outdoors were listed in the prior report. It is doubtful that any RFP would bring the Harbor District any other option or less cost. The vendor would have to make their money somewhere and most likely it would be on the installation of the equipment, and we are prepared to do that ourselves with the assistance of our IT consultant.

### **Cost**

A budget adjustment would have to be made to include in the FY 2013-2014 Budget or the cost could be added to the Budget for FY 2014-2015. Costs listed from the last report for the Open-Mesh wireless would be approximately \$1,775 – \$3,175 for PPH and approximately \$2,125 to \$2,825 for OPM (purchase of equipment and installation.) Maintenance costs are not included.

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## Discover the world's only modular, cloud-managed wireless system.

Open-Mesh's access points, enclosures and cloud controller work seamlessly to deploy enterprise-grade wireless networks at a fraction of the time and cost of traditional networks.

### Modular by design.

Open-Mesh access points and enclosures are designed to work seamlessly together. Just choose the access point that is optimized for your wireless demands—range, speed, or absolute lowest cost—then choose the enclosure that best fits your environment. Swap, upgrade, move and replace as needed: the possibilities are endless.

### Cloud managed.

What used to require a dedicated server on-site can now be done through your Internet browser and Open-Mesh's free, cloud-based network controller, [CloudTrax](#). CloudTrax is packed with powerful features to meet the demands of IT professionals, yet is easy enough to be deployed by someone with little to no network experience. And the price? It's free: every Open-Mesh access point includes a perpetual CloudTrax license.

## Mesh enabled.

Every Open-Mesh access point is mesh enabled. That means you can install units like traditional access points, hardwired to the Internet, and add additional units that only require power wherever you need to extend coverage. All access points work together to form a self-organizing, self-healing wireless network. You can now extend your network to the furthest reaches of your property cable-free.



## Revolutionary low price.

Open-Mesh is a fraction of the cost of other low-cost, cloud-managed mesh wireless solutions. With hardware designed from the ground up to fit even the tightest budget, along with a cloud controller that's 100% free, Open-Mesh is the obvious choice for cost-sensitive deployments. But don't let the low price fool you: Open-Mesh meets or exceeds the specs of other solutions costing ten times more. With access points starting at just \$55, Open-Mesh proves how affordable enterprise-grade, cloud-managed wireless networking can be.

## Your logo, not ours.

Open-Mesh is ideal for systems integrators, resellers and IT consultants because we don't put any logos on our boxes or access points. Even our cloud controller contains no links or references back to Open-Mesh. With no competing messages, your brand is the star of the show.

## Always a perfect fit.

Open-Mesh makes it easy to get wireless coverage exactly where you need it. With a series of easy to use enclosures, you can put your access points on a wall, a ceiling, a pole, a roof, a tree...well, you get the idea. Open-Mesh enclosures are designed specifically for the tiny, powerful OM2P series access points and blend in seamlessly in any

office, hotel, warehouse or apartment block. You see the wireless network; not the access point.

## Flexible power options.

All Open-Mesh access points support [12-20v passive PoE](#), so the same cable that feeds your access point data can also provide power. With the use of a single-port, an eight-port, or a twelve-port rack mounted passive PoE injector, you can power your access points up to 350 feet away. Open-Mesh also provides a full range of power supplies that work in virtually every country around the world. Powering your network has never been easier. *Note: [not 802.11af PoE compatible](#).*

## Trusted everywhere.

Open-Mesh products are used by millions of users on tens of thousands of cloud-managed networks around the world every day. From five-star luxury resorts to multi-story apartment complexes to the neighbourhood coffee shop and house down the street, you'll find Open-Mesh products at many of the companies and places you already know. Join the thousands of people who have already discovered the power, ease and reliability of Open-Mesh cloud-managed mesh wireless networks.

**Hardware is only half the story.** With Open-Mesh's free cloud controller, CloudTrax, you can filter and prioritize traffic, set up multiple SSIDs, authorize users with native Active Directory, RADIUS, WPA2, or WPA-Enterprise security, brand your own captive portal, charge for access and much more. All from your laptop, tablet or smartphone.

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[Shop now](#) [Hardware Features](#)



## Designed for any situation.

High speed, high power, or lowest cost: Open-Mesh has an access point & enclosure to fit your needs. Compare below.

	 <b>OM2P-LC</b> Extreme Value	 <b>OM2P-HS</b> Highest Speed	 <b>OM2P</b> External Antenna
<b>Speed (Max)</b>	150 Mbps	<b>300 Mbps</b>	150 Mbps
<b>Power at max speed</b>	20 dBm	20 dBm	20 dBm
<b>Antenna</b>	Single Internal	Dual Internal	<b>Single External</b>
<b>Optimized for</b>	Price	Speed	Specialty installations
<b>Recommended Enclosure</b>	Indoor Wall Plug, Ceiling	Indoor Wall Plug, Ceiling	Outdoor
<b>Price</b>	<b>\$55</b>	\$75	\$75
<a href="#">Show More Specs</a>			
<b>Processor</b>	400 MHz Atheros AR9330 MIPS 24Kc V7.4	520 MHz Atheros AR9341 MIPS 74Kc V4.12	400 MHz Atheros AR7240 MIPS 24Kc V7.4
<b>WLAN Standard</b>	802.11g/n		
<b>Memory</b>	64MB DRAM		
<b>Zero Config Plug &amp; Play</b>	✓		
<b>Self Forming, Self Healing Mesh</b>	✓		
<b>Hardware Watchdog CPU</b>	✓		
<b>Cloud Controller</b>	✓		
<b>iOS/Android Monitoring Apps</b>	✓		
<b>Public &amp; Private SSIDs</b>	✓		
<b>Ethernet</b>	2 (WAN and LAN)		
<b>PoE</b>	12-20v Passive (non-802.3af)		
<b>Power Supply Options</b>	US/EU/UK/AU		
<b>LEDs</b>	Power, Ethernet (2), WiFi		
<b>Temperature</b>	0-50 C		

Dimensions

3.75" x 2.75" x 1"

Certifications

FCC, IC, CE, CTick



**OM2P-LC 802.11g/n 150Mbps Access Point**

**\$55.00**

Qty Available: 18,291

150Mbps 802.11n Mini access point with passive 12-18v (NON 802.3af) POE support, dual Ethernet Ports. Single internal antenna. [Learn More](#)



**OM2P-HS 802.11g/n 300Mbps Access Point**

**\$75.00**

Qty Available: 13,355

300Mbps 802.11n Mini access point with passive 12-18v (NON 802.3af) POE support, dual Ethernet Ports. Dual internal antennas. [Learn More](#)



**OM2P 802.11g/n 150Mbps Access Point with External Antenna**

**\$75.00**

Qty Available: 12,635

150Mbps 802.11n Mini access point with passive 12-18v (NON 802.3af) POE support, dual Ethernet Ports. Single external antenna. [Learn More](#)

# Editor's Choice

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## Editors' Choice: Open-Mesh WiFi Network for Large Homes and Small Businesses

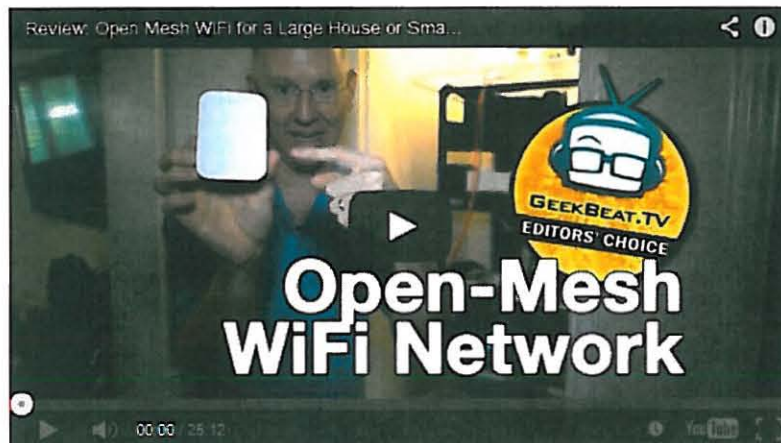
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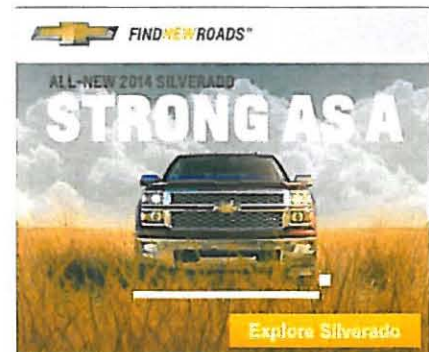
August 30, 2013 By John P.



Do you have a home or office that is particularly tricky to get covered with a WiFi network? Well, Open-Mesh to the rescue! The Open-Mesh WiFi system is the best I've ever experienced when it comes to coverage, ease of installation and price. Here's a little video to give you a complete overview of a system I installed at home to cover a particularly difficult task.



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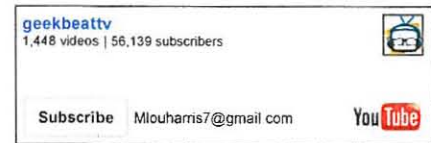
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## The Open-Mesh Video Review

I did a complete overview of the system I installed for you guys, and walked you through a lot of the detail and selection process. Here it is.

And here is the Open-Mesh product video. One that actually doesn't oversell the product!



## More Details

Ok, I can't tell you everything in the video review because it gets rather long... So here are a few other things you might want to know that I omitted.

- I have a 50mbps/7mbps cable connection at home. When connected to any of the WiFi access points I've achieved wireless speeds over 45Mbps/5mbps

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basically anywhere in the house. I can even get over 20Mbps at the far corner of my backyard – so being the pool is no problem.

- Open-Mesh is a cloud managed system. When you first set up your system you create an account on Open-Mesh.com, tell it a number off your Access Point, choose some options, then plug your AP into an ethernet cable on your network and VOILA! It reaches out to the cloud and gets its settings. Like magic!!!
- Because its a cloud managed system, if you do make any configuration changes to the network it can take 5 – 30 minutes for the changes to be implemented. So it's not like a normal router where it reboots and changes are instantaneous. But then again, it's also not like a normal router in that it doesn't suck!
- EVERYTHING at Open-Mesh is white labeled. The Access Points, the install parts, they even use a generic website for management at CloudTrax.com. That's so if you are a professional service provider you can brand the network with YOUR company and sell and service it that way!
- When you go to mount any of these, or anything else, to your wall or ceiling use **THESE drywall anchors!!!** Trust me. These are the absolute best anchors and they are very easy to install. I'll do a little video soon just to demonstrate how they work. In the meantime, get some.
- If you don't find answers to any of your questions, please drop a comment below. There are a million things that I could tell you about it, so its impossible to get everything down on the first try.

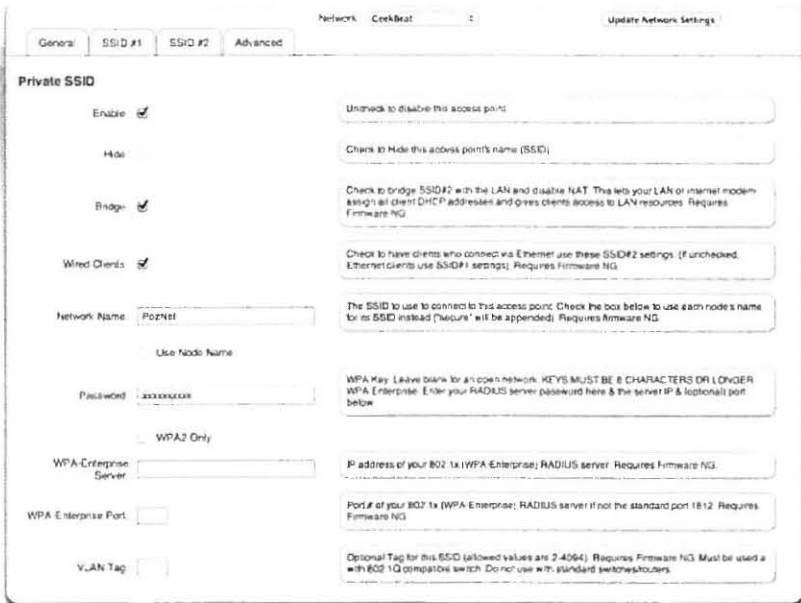
## Configuration Screen Shots

As you can see, the options screen to set up the primary SSID (WiFi Network) has a series of blanks to fill in. Give your network a name and a password. Set bandwidth limits if you want. And a bunch of other things (which I obviously left blank).

One important note! The primary SSID is designed to be secure and not allow users to see any other users or devices on the network! So for example, if you have a Drobo or a Synology NAS on your network and you connect to the primary SSID you will NOT see it! You need to establish a secondary SSID. See below.



In addition to a primary WiFi network, you can establish a private secondary network! One that I highly recommend is to check the Bridge box. This is VERY IMPORTANT so that the Open-Mesh network doesn't assign IP addresses to the devices that connect to it. That will allow them to connect to the network, but if they get a different set of IPs they won't see other devices on the network. So, just check the BRIDGE option and you're all good.



## We Didn't Even Talk About Commerce!

One thing I didn't even mention in the video is the fact that the Open-Mesh system can be deployed and integrated with payment options to require people to actually pay to use your network!



That makes is a fantastic solution for any public place where you'd like to offer WiFi, either indoors or out, and you have the option to either give it away for free but still show people a welcome page and make them accept terms of service – or set any price you like and charge people by the hour, day, week, etc.

I haven't actually tried that part of the system, but it looks so easy that anyone could do it. Plus based on how simple it was to set up the system in general, I can't imagine it would be hard.

## Open-Mesh Hardware Choices

There are a few options to consider when piecing your system together. Are you only going for coverage indoors? Do you want coverage in some areas but



And do you want to mount your gear on ceilings or walls, or simply set it on a desk or shelf?

For outdoor access points you're definitely going to need to purchase the outdoor enclosure, so that is a given. For indoor access points you can opt for a round ceiling/wall mount, a rectangular wall mount that also offers an additional ethernet port pass-through, or you can just leave your unit sitting on a surface.

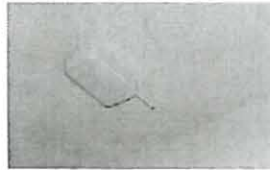
### Indoor Coverage

- [OM2P-H5 802.11g/n High Speed Access Point](#)
- [Indoor Ceiling Enclosure](#) – \$19. Attractive ceiling or wall mount that could be mistaken for a fire detector.
- [Indoor Ethernet Jack Enclosure](#) – \$19. Allows you to pass through an ethernet port, so if you use one to create the hotspot, you can still have it available for a hard wired device.



### Outdoor Coverage

- [OM2P 802.11g/n High Power Access Point](#) – \$75
- [Outdoor Pole/Wall Enclosure](#) – \$19. Secure outdoor cover that accommodates the flexible antenna for the hotspot.



### Power

Unlike normal WiFi routers, the Open-Mesh access points do NOT come with power supplies. This is because these devices are designed to work with either Power Over Ethernet, or a stand alone power supply. So you need to make a decision about how you want to power yours before you buy.



If you intend to have several Access Points mounted all over your premises and you don't want to be constrained by electrical outlets your best bet is to get the 12 port or 8 port PDE Injector. This allows you to simply run an ethernet cable to the Access Point, and you're done! No electrical outlet needed!

If you only intend to have one or two Access Points that are powered using PoE you can purchase the individual PoE injectors, along with an 18v Power supply for each. You'll plug the power supply into the Injector, and then run a single ethernet cable to your Access Point.



If you have an electrical outlet near where you want your Access Point, you can purchase just the 12 Volt power supply.

- [12 Port Rack Mount 18v POE Injector for OM2P series](#)
- [8 Port, 18v POE Injector for OM2P series](#)
- [POE Injector for OM2P series + 18v Power Supply for OM2P series \(110-240v, US Plug\)](#)
- [12v Power Supply for OM2P series \(110v ONLY, US Plug\)](#)

## Open-Mesh Photos



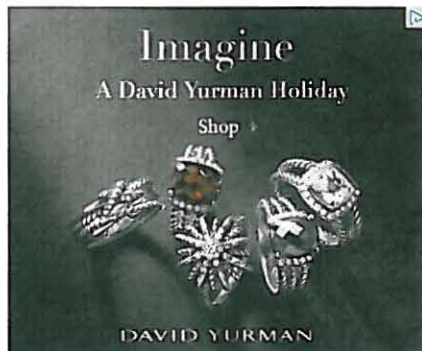
## Editor's Choice Award

Open-Mesh is one of the greatest products I've ever tested or used. And I'm only taking advantage of a small fraction of its capabilities. Frankly, I can't believe how cheap this system is, given how much it will do. And every home and business on the planet should absolutely have an Open-Mesh network installed.

Good job to the team behind Open-Mesh! And thanks for designing one of the most useful product lines in the modern world!



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5 0

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ARTICLE WRITTEN BY

**John P.**


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John P. is CEO of Livid Lobster and co-host of Geek Beat TV. You can also find him on [Twitter](#) and [Google+](#).

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## Comments

**Jim D** *says:*

SEPTEMBER 13, 2013

Hey John,

Great review. I picked up three. However, I'm learning that the Open Mesh gateways need a source for DHCP. I planned to plug them into a switch, but now it seems I need to keep my old Wifi router, for the DHCP server.

How do you handle DHCP in your home network?

Thx,

Jim

1 0

Rate this



**John P.** *says:*

SEPTEMBER 13, 2013

Hey Jim,

Sorry if I was unclear about that! You're right, this is ONLY a wireless network and does not do routing or DHCP. I currently have a router still in my network at home, but that is temporary. Since we just switched to a mesh network at the office I was looking for a higher performance router to handle DHCP. One that could also switch faster. I ended up getting the TP Link TL-ER5120 which is \$200.

In the office we were running a Linksys EA6500 and when we plugged in the TL-ER5120 there was an immediate and noticeable performance improvement. The fact that the 5120 also offers load balancing for additional connections is bonus. It's also rack mountable which is important to us.

There is also a baby brother to that TP Link called the TL-R470T+ for \$51 which everyone seems to love. It's not going to offer enterprise performance, but it appears smaller and still with a rich feature set. So you could easily go with one of those.

For me, since we've had success at the office with the big router, I'm ordering one to use at home too. Having an actual rack in my closet has pretty much made me only interested in things that can be mounted because they are so much physically easier to manage that way.

Hope that helps!

John P.

2 0

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**john** *says:*

SEPTEMBER 21, 2013

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Why use this, over just a \$20 router and set it up as an AP?

0 0

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Gary Brooks *says:*

SEPTEMBER 21, 2013

Did you even watch the video review? Hey John P. Given that Wi-Fi is a second-rate infrastructure at best, did they mention when/if they are releasing 802.11 AC equipment? I hardwire what I can when possible (and from looking at your network closet so do you) and I love how this works but would much prefer the higher speed of AC.

0 0

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## Trackbacks

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## Success story: Belton Wireless Project

Belton is a town of about 18,000 in the heart of central Texas. Established in 1850, the community is rich in history but isn't afraid to embrace the future.

Because Belton is situated along Interstate 35 between Austin and Dallas, Marion Grayson, a local business owner and community advocate, believed that business travelers and visitors should be able to stop along their travels to have a bite to eat or shop for services, and be able to communicate with their offices while doing so. Belton is also a college town, and Grayson thought there should be places for students to mingle with the community and continue their studies away from the [university](#).

Grayson knew that a free, local wireless network throughout the community could fill both needs, so she began exploring the idea with [Belton Chamber of Commerce](#) president Stephanie O'Banion.

"The whole idea of the project was to have our community be Internet friendly, and to invite visitors into our businesses," said Grayson.

However, the initial deployment—one that relied on old PCs set up as servers with some off-the-shelf access points—proved complex and unworkable.

"[The old system] slowed down our implementation and took more man hours of professional IT people than our project could handle," said Grayson. "We really needed access points that were 'plug-and-play' ready, so that if an access point went down, the business just needed to reset by unplugging and plugging back in the power."

Around the same time, Matt Irvine deployed an Open-Mesh network at a local church. Enthused about his success with the product, he told Grayson about it and offered to join the project as a consultant. The Belton Wireless Project was reborn.

Now, as each local business decides to participate in the program, the Chamber provides a pre-programmed, cloud-managed Open-Mesh [802.11n access point](#).

When the unit is simply plugged in to power and an existing Internet connection, the business is up and running with free, managed wireless access for their customers.

As users log in, they are redirected to the [Belton Wireless Project homepage](#), where visitors see a list of participating local business and advertising that helps offset the cost of the project. Using the cloud-based network controller, CloudTrax, the network administrator can monitor network traffic, set bandwidth limits, change the network name, control access and more.

*"We were able to provide a quality, easy-to-use product that our businesses could understand and use, without taking up much space."*

Because the network is managed in the cloud, there is no need for those complex and outage-prone on-site servers.

Grayson attributes Open-Mesh's ease of use as one of the key reasons the community project is successful.

"The project is a success because we were able to provide a quality, easy-to-use product that our businesses could understand and use, without taking up much space," she said. "Our business people have loved the ease of use, and have seen customers use the system with equal ease."

About a dozen organizations—including offices, restaurants, cafes, the library and community center—are participating in the project so far. With usage of wireless devices such as tablets and smartphones on the rise, Grayson expects that number to continue to climb.

[Read more success stories](#)

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Sign up for our newsletter:

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Higher Speed

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## Partners

Open-Mesh's cloud managed, mesh networking technology opens up a world of possibilities.

We partner with companies to extend services and features that compliment our products.

### Advertising



#### CrowdMob

CrowdMob lets you get paid to run your Wi-Fi hotspot. Use CrowdMob's turnkey solution to allow advertisers to run sponsorships across multiple Wi-Fi networks. We bring advertisers for 100% fill anywhere in the world and send you a check each month. Targeting ads to users is automated with detailed analytics reports on user behavior and connection data in a dynamic dashboard.

CrowdMob integrates with Open-Mesh in minutes. Simply [sign up for a CrowdMob Account](#) and copy and paste the URL we provide into the CloudTrax administration panel as the landing page.



#### MediaShift

MediaShift is a digital advertising technology company that monetizes private WiFi networks and web publishing sites, while offering advertisers access to one of the fastest growing audience platforms targeting on-the-go consumers. Whether your WiFi network is delivered to a hotel, an airport, a conference center, a restaurant, a gym, or another location, MediaShift's patented technology can deliver a monetization solution.

MediaShift's integration with Open-Mesh and their cloud-based platform makes implementation and operation straightforward and simple for WiFi network providers, easily transforming an Open-Mesh network into a revenue generating asset.

### Hospitality



#### GuestTrack

GuestTrack brings property management system (PMS) integration to Open-Mesh networks. Custom-designed for 41 of the most popular property management systems in the world—including Galaxy, Opera and Control—GuestTrack is the only cloud-based system that unifies your Open-Mesh guest network and property management system.

With [Open-Mesh PMS integration](#) enabled, GuestTrack allows guests to log into wireless and wired networks and post charges to their room using only their last name and room number. GuestTrack enables hotels, resorts and apartment managers to authenticate guests, charge for access, control usage, set bandwidth and device limits, block users and more.



#### Liveport

Liveport has been managing guest wireless networks for hotels and resorts since 2007, combining Open-Mesh hardware with value-added services such as 24/7 guest technical support (required for most brands), professional installation, full warranty against theft and damage and lifetime network upgrades. Bucking the industry trend of high up-front costs plus ongoing monthly fees, Liveport's services are offered at one low, all-inclusive annual price.

Open-Mesh's flexible, modular platform allows Liveport a degree of flexibility and scalability not possible with other [hotel wifi](#) systems. Liveport has deployed Open-Mesh networks in everything from 12-room boutique hotels to 500-room luxury hotels and entire ski and golf developments.

### Location Analytics



#### Navizon

Navizon provides Wi-Fi based indoor location products including Navizon I.T.S., a real-time locating system (RTLS) for tracking mobile devices with floor and room-level accuracy, Navizon Proximity Engine, enabling media delivery triggered by the presence of mobile devices nearby, Navizon Analytics, which captures visitor traffic in real-time and

historically. Navizon products power innovative solutions in event marketing, retail, real-estate management, hospitality, logistics and healthcare.

Navizon products were designed to run on Open-Mesh hardware. Navizon dashboards integrate Cloudtrax with location-specific controls, seamlessly expanding Wi-Fi connectivity with location-based business value.



### Nomi

Nomi offers the first marketing optimization platform for the physical world. The Nomi Marketing Platform helps brick and mortar vendors gain unprecedented insight into their offline performance with such tools as session-based analytics, A/B testing, marketing attribution, retargeting and more. Leverage Nomi's enhanced [customer insight](#) to test, measure and optimize offline marketing campaigns.

Nomi's partnership with Open-Mesh offers clients hassle-free implementation. Open-Mesh's modular, cloud-managed wireless systems provides Nomi's clients with enterprise-grade wireless networks at a fraction of the time and cost of traditional alternatives. Open-Mesh's modular device design allows for a flexible deployment strategy that is capable of accommodating clients' diverse store layouts. This scalable approach ensures Nomi can quickly and easily deploy across clients' entire footprint.

---

*Note: All companies listed above are independently owned and operated. Open-Mesh is not responsible for products, services, and content listed on external websites.*

Interested in becoming an Open-Mesh Partner? [Apply here.](#)

Home / Solutions / Cloud Controller

## Experience the **power** and **simplicity** of cloud-managed networking.

Open-Mesh's cloud controller, CloudTrax, is a free cloud-based network controller that helps you build, manage and monitor your wireless networks from anywhere in the world.

### Say goodbye to on-site controllers.

What used to live in a dedicated server on-site can now be managed through the cloud and your Internet browser. CloudTrax is powerful enough to meet the demands of IT professionals, while easy enough to be deployed by someone with little to no network experience. Open-Mesh proves how easy robust network management can be. And the price? It's free: every piece of Open-Mesh hardware comes with a perpetual CloudTrax license.

### Two SSIDs. Endless possibilities.

The Cloud Controller allows you to broadcast two unique networks, one "public" and one "private." Your public network can be customized with powerful captive portal features, while your private network can work seamlessly as an extension of your LAN. Each network can independently be renamed, left visible or hidden, and left open or password-protected with WPA/WPA2 encryption. Easily customize each to meet your needs.

## Your network. Your brand.

With a built-in WYSIWYG splash page editor, you control the user experience from the moment a guest, resident or customer connects to your network.

Design a page from scratch to match your website, or get started with one of several beautiful templates that automatically scale to fit laptops, tablets and smartphones. Once connected, users can be redirected to any page you choose.

## End network abuse.

The cloud controller lets you set upload and download caps on each user so there is enough bandwidth available for everyone.

With eyes on each user's traffic, you can manually block the individual network abusers you notice behaving badly.

## Monetize your network. Keep 100%.

With the built-in CloudTrax captive portal, you can authenticate users, set pay-for-use options and collect secure credit card payments through PayPal, generate vouchers in real-time on the fly with Lobby Assistant, or connect to a third-party advertising platform. It's incredibly easy to set up. And unlike other cloud-managed network providers, we never take a cut.\*

\*Transaction fees charged by PayPal apply

## Safe and secure.

Open-Mesh is perfect for environments where security is paramount: no user traffic is sent to our cloud servers and a built-in firewall prevents users on the public network from seeing each other or your wired network by default.

For more security, protect one or both SSIDs with a WPA key, and hide either from broadcasting.

## Proven reliability.

The cloud controller lives in Amazon's secure and reliable EC2 data centers. With global distribution and over 99.9% uptime, Amazon keeps the cloud controller running when you need it.

Even if your devices lose connection with the cloud controller, your networks aren't affected. That's because no network traffic actually passes through the cloud controller. When a connection is established again, each device will continue checking in to the server to report usage and download any new settings.

## Automated outage alerts.

Don't have time to check the network status every day? Don't worry. If any access point goes down and doesn't come back up within an hour, CloudTrax will automatically email you (and anyone else you designate) about it.

Outage alerts are easy to turn on and off, and always keep you in-the-know when it comes to your wireless network.

## Monitor on the go.

CloudTrax is the only cloud-based network controller with free iOS and Android apps, so you can keep an eye on your networks while on the go.

You'll get up to the minute reports on user traffic, node status and mesh speed, all from your smart phone or tablet. For more control, simply log in to [cloudtrax.com](http://cloudtrax.com) from any browser on any device.\*



\*Firefox is required for some editing functions.

## Get started with CloudTrax.



Buy CloudTrax compatible products



Download the CloudTrax User Guide



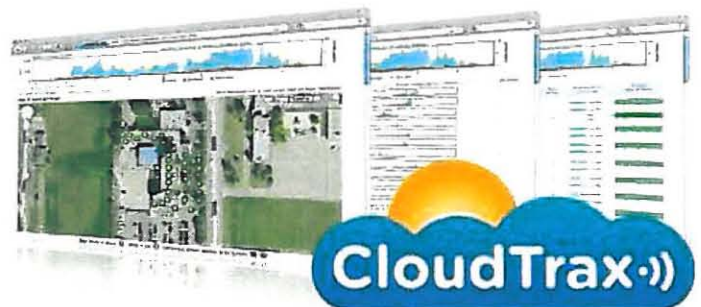
Start building your network at CloudTrax.com



## CLOUDTRAX USER GUIDE

# Using the CloudTrax splash page editor

CloudTrax is a free cloud-based network controller that helps you build, manage and monitor your wireless networks from anywhere in the world. This guide will help you use the CloudTrax splash page editor.



# Using the CloudTrax splash page editor

## Overview: what we're doing

This guide is intended to help you set up your CloudTrax splash page. With a splash page, you can channel network users to see a custom page before they can access the Internet.

With a splash page enabled, you can:

- Control of the look and feel with an HTML and WYSIWYG editor.
- Add special notifications for network users.
- Have network users agree to specific terms and conditions.
- Control access using vouchers or PayPal.
- Allow users to roam between nodes without seeing the splash page again with automatic MAC Authentication.

### Here's what's about to happen:

1. We'll choose an editable, pre-designed template in CloudTrax
2. We'll explain how to customize the template with the WYSIWYG editor
3. We'll upload images from your computer to be used on the splash page
4. We'll set the configuration options for the splash page in CloudTrax

This guide is intended to be used with existing networks. If you haven't set up your network yet, download the *CloudTrax Quick Start Guide* at <http://bit.ly/cloudtraxqs>.

If you want to control access to your network with vouchers, download the *Using Vouchers in CloudTrax* guide at <http://bit.ly/cloudtraxvouch>.

If you want to integrate vouchers with PayPal, download the *Using PayPal in CloudTrax* guide at <http://bit.ly/cloudtraxpp>.

## What you'll need

To set up PayPal on your network, you'll need the following:

1. A CloudTrax network.
2. A computer with any major browser installed and pointed to [www.cloudtrax.com](http://www.cloudtrax.com).
3. A basic understanding of HTML is helpful, though not required.



### Quick Tip: Control access with vouchers and PayPal

CloudTrax integrates with vouchers and PayPal to allow you to control network access and provide users with automatic online payment options. Download the appropriate guides at the end of this document.

# 1: Choosing a starting template

Let's open up the splash page editor. You should be in "Edit Network" mode. Under the SSID #1 tab, select "Edit Splash Page" to open the splash page editor. You'll be presented with the default template.

You can choose another template from the drop-down menu in the lower right-hand corner of the screen. Here are a few samples:



Default



Airport



Beach



Brew



Camp



Coffee



Downhill



Hotel



Shop



Park



Restaurant



Relax

The templates are simply starting places. You can use and customize one of them, or—if you have a knowledge of HTML and web design—start from scratch using the *Default* or *Default - PayPal* templates.

There is one important question to ask when choosing a template: *What does this template need to do?* If you need inputs for vouchers or PayPal, it's easiest to use a template with spaces for these inputs already. However, it is easy to copy them from another template if required.

To choose a template to customize, simply select one from the lower right menu and start editing it. You will be editing a *copy* of the template and you can go back to the default at any time.

## 2: Using the WYSIWYG editor

With your starting template selected, it's time to customize it with your own message, colours, fonts and images. CloudTrax uses a WYSIWYG (what-you-see-is-what-you-get) editor and can also support HTML editing. Below is an overview of the editing environment.

In addition to the standard editing tools (along the top tool bar) you'd see in an email client or word processor, there are a few more tools in CloudTrax along the bottom. You can toggle between Edit (WYSIWYG), Source (HTML) and Preview modes at any time. Additionally, you can toggle between the Simple and Complete tool bars while in Edit mode.

To edit the splash page, simply treat it as you would an email or word processing document. Click anywhere to type. Edit your text by changing fonts, sizes, highlights and more.

The screenshot shows the CloudTrax WYSIWYG editor interface. At the top, there is a browser window displaying the URL <https://www.cloudtrax.com/splash3.php?id=Adara:HotelWhistler>. Below the browser window is a toolbar with various icons for editing. Annotations with red lines point to specific tools: Font Face, Font Color/Highlight color, Font Size, Save, Clean HTML, Spell Check, Copy, Cut, Paste Options, Bold, Underline, and Italic, Undo/Redo, List options, Justification, Insert Hyperlink, and Help. Below the toolbar is a large blue box containing the text: "Welcome \$gatewayname. Replace this text with your own message. When you are done editing, click the save icon in the upper left corner of the editor. Make sure you do NOT delete both of the 'Enter' links below or your page will revert to this standard template. Other than that, all aspects of this page can be edited. '\$gatewayname' will be replaced by the name of your network. For open networks, delete the white input box and the 'Enter' button to its right. If you are using vouchers, delete the top 'Enter' button. This is done by selecting them with your mouse then hitting the 'delete' key on your keyboard. NOTE: Vouchers requires firmware ng 299 or later. Click the 'source' tab below to see different color options in the HTML." Below the blue box is a status bar with buttons for "Normal", "HTML", and "Preview", a "Template: My Workspace" selector, and a word count "Words:775 Characters:5076". Annotations with red lines point to the "Normal", "HTML", and "Preview" buttons and the "Template: My Workspace" selector. At the bottom, there are two text labels: "Toggle between Normal, HTML and Preview modes" and "Template selector".

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Default Font    Size    [Icons]    [Icons]    [Icons]    [Icons]    [Icons]    [Icons]    [Icons]

Welcome \$gatewayname

Replace this text with your own message. When you are done editing, click the save icon in the upper left corner of the editor. Make sure you do NOT delete both of the "Enter" links below or your page will revert to this standard template. Other than that, all aspects of this page can be edited. "\$gatewayname" will be replaced by the name of your network. For open networks, delete the white input box and the "Enter" button to its right. If you are using vouchers, delete the top "Enter" button. This is done by selecting them with your mouse then hitting the "delete" key on your keyboard. NOTE: Vouchers requires firmware ng 299 or later. Click the "source" tab below to see different color options in the HTML.

Normal HTML Preview    <div> </div> <div> </div> <h2> </h2>    Template: My Workspace    Words:775 Characters:5076

Notes: When done editing, click [Save] in the toolbar above. To add images, click where you'd like the image, then [Image] in the toolbar and use UPLOAD FILES. Changing templates will not overwrite node contents until you save, so you can safely view the various templates without affecting your network.

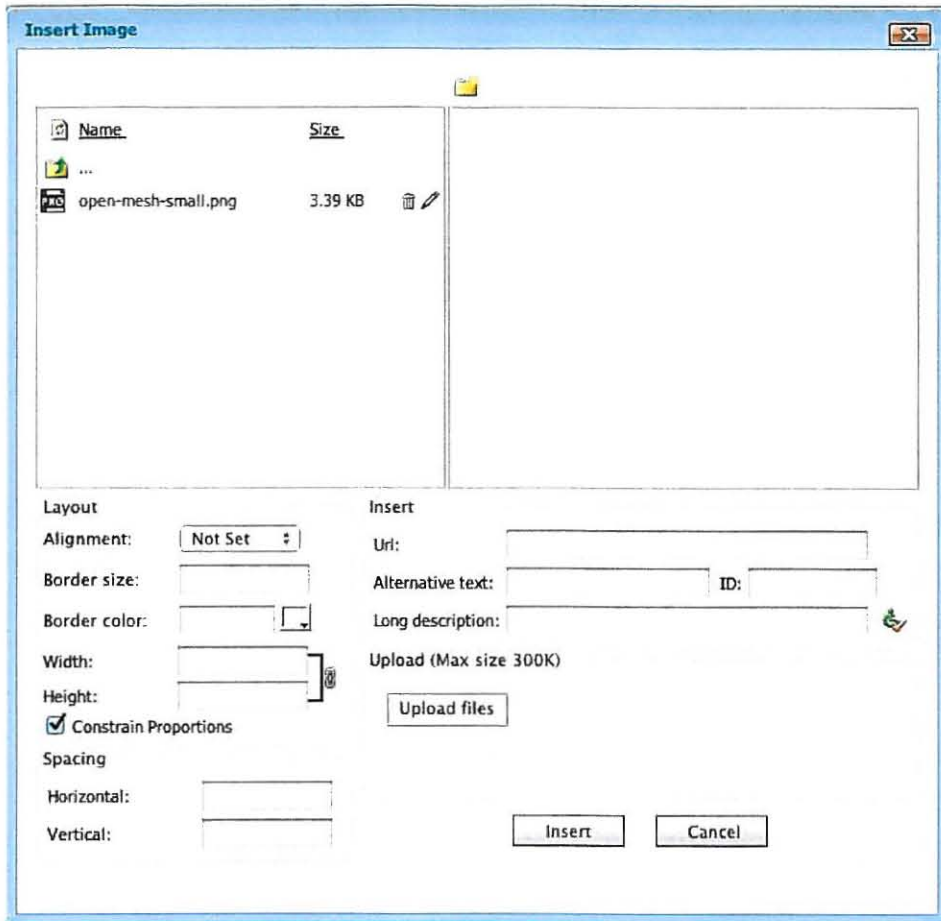
Toggle between Normal, HTML and Preview modes    Template selector

## 3: Adding and modifying images

Each splash page template comes complete with standard stock images you are able to use. You can also insert your own images such as logos and photos. To do this, you will use the Insert Image tool.



First, click the Insert Image button on the top right side of the tool bar. This will open the window shown below.



The Insert Image tool lets you do a few things:

**View files:** Files that are part of the template and files you upload will appear in the box on the top left. You can also see all the images you have access to with this template.

**Upload files:** In the bottom right, you can upload files from your computer. Click the “Upload files” button, select the file you’d like to upload, and click “Open” to upload. Note that you must upload all images to CloudTrax. Do not use external images.

**Change image layout:** In the lower left, you can change an image’s properties, including size, border, alignment, and spacing

**Add URL and alternative text:** You can add a URL that your image will link to and add titles and alternative text.

**Insert image:** Once you have your image ready to use, you can insert it into your splash page by clicking the “Insert” button.

**Finishing your splash page customization:**

As you import and insert images, you may toggle back and forth between the regular WYSIWYG editor and the Insert Image tool.

### Advanced? Use HTML

If you have a knowledge of HTML, you can edit the source code of your splash page by selecting the “Source” tab on the lower left.

### Quick Tip: Find out the size of an image

By selecting an existing image, you’ll be able to see the height and width, in pixels. You can use this information to edit your own replacement images before uploading so they can fit precisely into the template.



Once your splash page is complete, save it and close the editor window.

## 4: Splash page configuration options

The splash page settings are available on SSID#1. Select “Edit Network” and go to “SSID #1”. Near the top of the page are the following options that relate to your splash page:

**Captive Portals:** To use a CloudTrax splash page, leave this to the default “CloudTrax.” The other option, Chillispot, is from a third party and will not be covered here.

**Splash Page Enable:** Now that your splash page is customized how you want, check this box to enable it. You can turn off the splash page here at any time without losing your design.

**Block Pre-Authenticated Users:** This function blocks all ports until your splash page has been successfully clicked-through. If unchecked, only browsing is blocked. Checking initially disables services such as email, instant messengers, VoIP, etc., but will require first opening a browser to use any internet services. Not (yet) compatible with PayPal “Buy Now” buttons.

**Require Vouchers:** Require a valid voucher on splash pages. If unchecked, allows you to provide a basic tier of service at the rates and durations below and (optionally) faster service using vouchers or PayPal.

**Redirect URL:** The page to display after the splash page. Leave blank to display the user’s requested page.

**Client Idle Timeout:** Minutes client is idle before showing splash page for non-voucher access. 1 day=1440.

**Client Force Timeout:** Minutes between showing splash page regardless of activity for non-voucher access. 1 day=1440.

For basic splash pages, you can leave all of the settings at their default. You can also adjust any settings later on.

### Next steps

Splash pages do more than simply ask users to connect to the network: you can also control network access with vouchers and use PayPal to enable online automatic payment for those vouchers.

To learn how to control access to your network with vouchers, download the guide at <http://bit.ly/cloudtraxvouch>.

To enable automatic online payments for vouchers with PayPal, download the guide at <http://bit.ly/cloudtraxpp>.

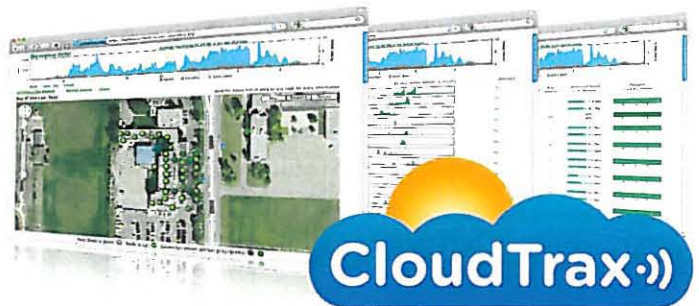
The screenshot shows the configuration interface for the splash page. It includes the following elements:

- Captive Portals:** A radio button is selected for "CloudTrax" (with a logo) and "Chillispot AAA" is unselected.
- Splash Page:** A radio button is selected for "Enable" and "Edit Splash Page" is a button next to it.
- Block Pre-Authenticated Users:** An unchecked checkbox.
- Require Vouchers:** An unchecked checkbox.
- Redirect URL:** An empty text input field.
- Client Idle Timeout:** A dropdown menu showing a shield icon and the value "1440 min.".
- Client Force Timeout:** A dropdown menu showing a shield icon and the value "1440 min.".

CLOUDTRAX QUICK START GUIDE

# Creating your first CloudTrax network

CloudTrax is a free cloud-based network controller that helps you build, manage and monitor your wireless networks from anywhere in the world. This guide will help you set up your first network.





# Creating your first CloudTrax network

## Overview: what we're doing

This guide is intended to help you set up your first cloud-managed wireless mesh network with CloudTrax. CloudTrax is a free cloud-based network controller that makes it easy for anyone to build, manage and monitor wireless networks from anywhere in the world.

Here's what's about to happen:

1. We'll create a master login on CloudTrax.com that will allow you to build, manage and monitor multiple networks in one place.
2. We'll create a new network on CloudTrax.
3. We'll add nodes to the network.
4. We'll physically install the nodes.
5. We'll do some basic network configuration.

This guide is not intended to cover every aspect of CloudTrax. To learn more about planning your network, download the *Cloudtrax Network Planning Guide* at <http://bit.ly/cloudtraxnpg>.



## What you'll need

To set up your network, you'll need the following:

1. One or more CloudTrax-compatible wireless devices, such as the OM1P, OM2P or MR500.
2. An Internet connection with at least one Ethernet port available on your modem or router, and one Ethernet cable.
3. A computer with a browser pointed to [www.cloudtrax.com](http://www.cloudtrax.com).



## Terminology

We'll make this process as easy and nontechnical as possible. Here are a few key words that will help.

**Network:** A group of computers or devices that can talk to each other (in our case, wirelessly).

**Gateway:** A CloudTrax-compatible router that is connected to the Internet (usually through a DSL, cable, or LAN connection).

**Repeater:** A CloudTrax-compatible router that is not connected to the Internet that repeats the signals from local computers and other nodes to the gateway.

**Node:** A generic name for an CloudTrax-compatible router which can be either a Gateway or a Repeater.

All CloudTrax devices configure themselves: they become gateways or repeaters depending on if they are connected to the Internet or not.

## Step 1: Create a Master Login

The first time you use CloudTrax, you need to create a Master Login. This account will be your login for all networks you create.

From CloudTrax.com, click the "Create account" link just below the login fields. You'll see a page similar to the one on the right. Fill in the following information:

**Master login ID:** This is your master login you will use to access ALL networks you create. It allows you to login once and edit/view all your networks. It MUST be different from your network name(s) which you will create in a second step. You may want to use your company name here.

**Password:** This is your master administrator password. It can be used with the above login name to access all of your networks. Make this password different from the individual network passwords you'll create later.

**Email:** You'll receive an email at this address asking you to confirm this master login to continue.

**Your First Name:** We'll use this to address you in email correspondence.

When finished, click "Create/Edit" to save your account settings. In a few moments, you'll receive an email asking you to confirm the account you just created. Just click on the "Verify Account" link to create your new CloudTrax Master Login.



The screenshot shows a form titled "Create Master Login" with the following fields: "\* Master Login ID:", "\* Password:", "\* Email:", and "Your First Name:". There is a "\* required field" label and a "Create / Edit" button at the bottom right.

## Step 2: Create a new network

You'll automatically be taken to a page, similar to the one on the right, to create your first network. Fill in the following information:

**Network Name:** This is the name you want to give this specific network. You will use this name to make changes to the network, display reports, etc.

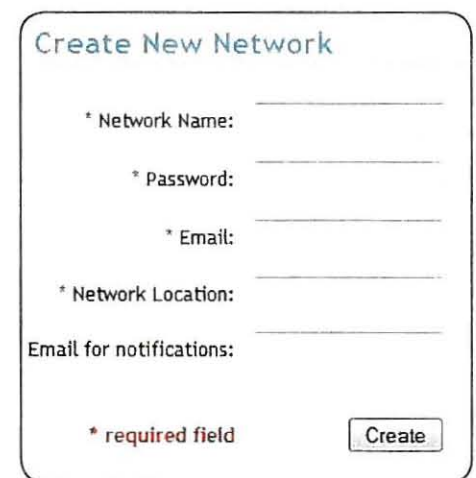
**Password:** This is the password for local administrators and should be different from your master account login. This limits access and prevents users from making changes to your network.

**Email:** Enter your email address or the address of a local administrator to contact. We will never share this with others.

**Network Location:** Enter a street address for the first node. To add nodes, you will be shown a map that you click on to place nodes. By entering an address here, you will be centred on the correct location for your network. If you don't have a full address, that is OK - enter at least a city, state or zip/postal code.

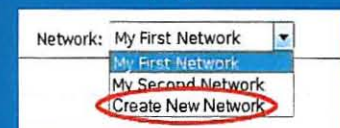
**Email for Notifications:** Enter the email addresses, separated by spaces, for all people you'd like to receive "outage" notifications. These are sent hourly.

When finished, click "Create" to save your new network settings.



The screenshot shows a form titled "Create New Network" with the following fields: "\* Network Name:", "\* Password:", "\* Email:", "\* Network Location:", and "Email for notifications:". There is a "\* required field" label and a "Create" button at the bottom right.

**Note:** Once you have your first network, you'll access the "create network" page from the bottom of the Networks dropdown on any network "Edit" page.



## Step 3: Add nodes to your network

It's time to let CloudTrax know which nodes you want to include in the network. Adding them to CloudTrax will allow you to manage and monitor the nodes from anywhere.

You'll be taken to the General Settings tab of the Edit Network page. On the top of the "Edit Network" page is an "Add/Edit Nodes" button. Click it.

A Google map, centred on the address you entered when you created the network, will appear in a popup. You can often (depending on location) click the "Satellite" view button and zoom in for a closer look. Click the map where you want to add your first node.

Next, you'll see a dialogue similar to the one on the right. Fill in the following information:

**Name:** Enter a name for this node. This name is used to reference its location and will be displayed in reports. It does not affect users.

**MAC address:** A MAC address is a sequence of 12 numbers and the letters A-F often separated by colons (Eg: 00:02:6F:8A:B2:6E). This can be found on a label on the bottom of the router and on the side of the product box. For the MR500, there are 3 MAC addresses shown, and you want to enter the one on the top, listed as the "WAN MAC."

**Description:** You can enter optional descriptive text that will be shown on the reports. This is typically used to keep notes on where the node is installed, etc.

Click "Add" and repeat the process for each additional node.

**Add Node:**

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

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

Description: \_\_\_\_\_

Latitude: 45.55332349365801

Longitude: -122.80862241983413

\* Enter the MAC address with colons.  
Or if shown on your router, the IP as 5.x.x.x.

### Quick Tip: Moving nodes you've already placed

Didn't get the placement of a node quite right? You can move it around by clicking and dragging a node to a new location.

## Step 4: Install the nodes

Once your nodes are added to CloudTrax, it's time to install them.

First, connect your Gateway unit to the Internet with an Ethernet cable. This can be plugged in directly to your high-speed modem (if it has a single Ethernet port, power cycle it first), or it can be fed from a router or switch. If it can get an Internet connection through the cable, it'll connect to CloudTrax. Once the Ethernet cable is plugged in, connect power.

Next, plug in additional nodes as either **gateways** (connected to Ethernet) or **repeaters**, connected only to power.

To ensure strong, consistent signal coverage, follow these guidelines:

1. Place your gateway in the center of the network. For most devices, every time data is transmitted over one repeater hop, it loses half its speed. A central gateway minimizes the number of hops required.
2. Never go through more than three walls or floors.
3. Never go more than 50-150 feet (depending on building materials) between nodes.
4. Install no more than about five repeaters to every one gateway.

Once all nodes are plugged in, you should see them turn green on the CloudTrax Network Status page in about 5 to 15 minutes. For more detailed information on planning and optimizing your network, see <http://bit.ly/cloudtraxnpg>

### Quick Tip: Where should your Gateway go?

Install your Gateway as central to the area you want to cover as possible. Place repeaters around this gateway to extend coverage, as shown below.



Adding more gateways as you expand the network helps ensure consistent speeds and improves reliability.

# Step 5: Configure your network

Your network should now be up and running, but there's a lot we can do to customize it to meet your specific needs. We'll walk you through the most common settings here.

## General Settings

The General Settings tab controls network-wide settings. This will be partially filled in with the information you used to create the network.

**Network Location:** This defaults to the first address you entered when setting up the network. You can change it at any time.

**Login ID:** The login name for this network on the dashboard. This is NOT your master login. This allows you to give access to only the network settings for that network without allowing access to your master account.

**Time Zone:** Used in displaying the local time on reports.

**Country:** Used to set the regulatory domain for power and channel access.

**TX Power:** Manually set the transmission power for APs. This is primarily used to reduce transmission power on dense indoor networks.

**AM/PM time:** Used in displaying the local time on reports.

**Display Name:** Used to display a more descriptive name (other than the login ID) on reports.

**Password:** The administrator password for this network. Again, this is only for this network and is not your master login password. It is also not the password you users will use to connect to the network.

**Lobby Password:** The Lobby Assistant ([lobby.cloudtrax.com](http://lobby.cloudtrax.com)) password for this network. Logging in with this password will display the create voucher page. All other edit access will be denied.

**Disable Limited View:** If unchecked, users will be able to see a limited view of the network status. The password will still be required to change any network settings.

**Email:** Your email in case we need to contact you. We will not share this with others.

**Notification Email:** The email address notifications will be sent to if enabled. You can list multiple email addresses, separated by spaces.

**Email Alerts:** Select this box to send notifications of network outages each hour to the email addresses you entered above.

**Network notes:** Enter any unique notes for this installation you'd like to be able to refer to later.

## SSID #1 (Public SSID) Settings

Each CloudTrax device can broadcast two SSIDs that users can connect to. Each of these SSIDs are controlled independently in CloudTrax. The first SSID is usually public and offers, among other features, the ability to control bandwidth and access using vouchers, captive portals and splash pages.

We'll go through most of the features you may want to enable or change. You can also learn more about voucher access, pay networks and more by following the links at the end of this document.

The screenshot shows the 'General Settings' form. At the top, there are buttons for 'Add / Edit Nodes', 'Show / Block Users', 'Vouchers', 'Choose File', 'No file', and 'Submit'. Below these are input fields for 'Network Location', '\* Login ID', 'Time Zone' (set to 'America/Vancouver'), 'Country' (set to 'Canada'), and 'TX Power' (set to 'Use Country Setting'). There are also checkboxes for '12hr (am/pm) time', 'Disable Limited View', and 'Email Alerts'. Text input fields are provided for 'Display Name', '\* Password', '\* Lobby Password', and '\* Email'. A 'Network Notes' text area is at the bottom.

## Controlling access

CloudTrax allows you to control network access with vouchers and collect payments from users through PayPal. Click the links at the end of this document to learn more.

**Network name:** The name (SSID) you'd like users to see. You can also check the box below to use each node's name for its SSID instead.

**WPA Key (Password):** If you would like to secure your network with a password, enter it here. It must be 8 characters or longer and contain no spaces. Leave this blank for an open network that anyone can use.

**Captive Portals:** Leaving CloudTrax as the default gives you the splash page, bandwidth and user control features below. Alternately, advanced users can use Chillispot, which comes with its own set of features and controls.

**Splash Page:** The splash page is a page users will see first and must click an "enter" link to use the network. You may include terms and conditions or other information your users should see. Before enabling, you can edit the splash page to suit your organization.

**Redirect URL:** The page to display after the splash page. Leave blank to display the user's requested page.

**Timeouts:** Minutes client is idle (Idle Timeout) before showing splash page, or minutes between showing splash page regardless of activity (Force Timeout) for non-voucher access. 1 day=1440.

**Download/Upload Limits:** These are the maximum speeds users will get when connected to your network. You may want to set these to between 10 and 25 per cent of the speed of your Internet connection, ensuring that one or two users can't consume the entire available bandwidth.

**White List:** MAC addresses, one per line that will NOT see the splash page, if enabled. Useful for game consoles that do not have a browser.

**Access Control List:** MAC address allowed to use this Access Point, one per line. All other users (MAC addresses) will not be able to browse on this access point. Leave blank to allow all MAC addresses (recommended).

**Walled Garden:** Sites users can visit prior to authentication. Requires Firmware NG r347 or later.

**PayPal:** You can require guests to pay for all service or enhanced service through PayPal. See the guides at the end of this document.

## SSID #2 (Private SSID) Settings

The second SSID is usually used as a private or corporate SSID and is useful for setting up an administrative network. If you don't need a second SSID, we recommend disabling this. If you are using this SSID, your options are below.

**Enable:** A switch that lets you enable/disable the second SSID. If you're not using this network, disable it.

**Hide:** Check this box to hide the SSID from display.

**Bridge:** When checked, bridge mode will give access to LAN resources by users on this network. It disables NAT and DHCP on this SSID. Client DHCP addresses will be issued by your LAN or modem.

**Wired Clients:** When checked, the Ethernet ports on the back of the nodes will be connected to SSID#2 and will inherit its properties. Otherwise, they are connected to SSID#1.

**Network Name:** The broadcast name for this SSID. This is what your users will see to connect to.

**Password:** WPA Key. Leave blank for an open network. Keys must be 8

### Public SSID

Network Name:

Use Node Name

WPA Key (Password):

Captive Portals:  CloudTrax  Chillispot AAA

Splash Page:  Enable   Require Vouchers  Block Pre-Authenticated Users  Vouchers work on all networks

Redirect URL:

Client Idle Timeout:  1440 min.

Client Force Timeout:  1440 min.

Download Limit:  5000 kbps

Upload Limit:  500 kbps

White List:

Access Control List:

Walled Garden:

VLAN Tag:

### PayPal

Clients Per Voucher:

Download Bandwidth:  kbps

Upload Bandwidth:  kbps

PayPal Identity Token:

### Private SSID

Enable:

Hide:

Bridge:

Wired Clients:

Network Name:

Use Node Name

Password:

WPA-Enterprise Server:

WPA-Enterprise Port:

VLAN Tag:

characters or longer and contain no spaces. For WPA-Enterprise, enter your RADIUS server password here and the server IP and (optional) port below. This feature requires Firmware NG.

**WPA-Enterprise Server:** IP address of your WPA-Enterprise (802.1x) server.

**WPA-Enterprise Port:** The port number of your WPA-Enterprise server.

**VLAN Tag:** Each SSID can be “tagged” with a number from 0-16 (2-16 recommended) so you can control traffic flow within your LAN.

## Advanced Settings

The advanced tab contains specialized settings that rarely need to be changed. If you'd like to make changes, make sure you view and understand the explanations to the right of each feature.

## Monitoring and troubleshooting

With your network running and customized, you can now monitor its usage and status by selecting the Network Status link. Here's an overview of the tools available:

**Network Usage graph** at the top of the page shows the number of users on SSID#1 and the amount of upload and download traffic.

**Node Map** shows the nodes relationship to each other on a map.

**Node List** gives details on each individual node.

**Users List** shows all users connected to the network.

**Network Diagram** shows how all nodes relate to each other.

You can use each of these tools to see how your network is doing and troubleshoot issues.

### Troubleshooting in CloudTrax

Have you have created a strong, healthy network? While there are plenty of diagnostic tools available, the following two are most telling:

**On the Node Map:** (click on a node, then select **Neighbors**) all nodes will have at least one (preferably two) connections with an RSSI of 17 or more. If not, you need to reposition your node closer to the others or in a better line through fewer walls. You may need to add new nodes.

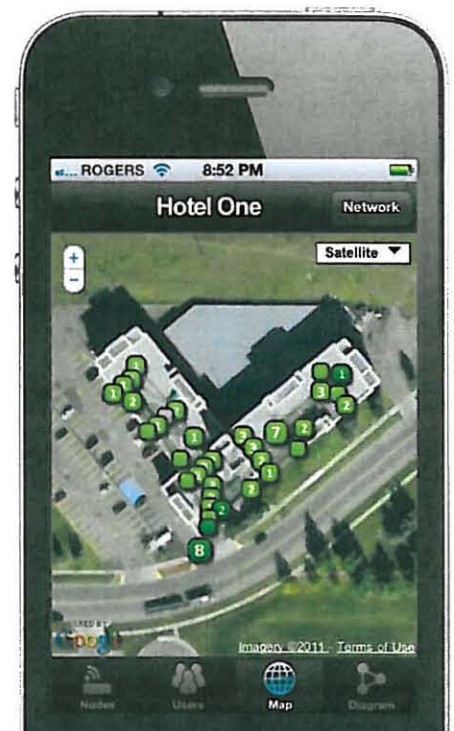
**On the Node List:** the number of Hops should be three or less (fewer is better). If not, you need to add additional gateways or reposition nodes.

### Troubleshooting with your device with lights

The lights on your Cloudtrax-compatible device can tell you a lot about how that device is functioning. For example, when you are looking at the front of an OM2P, you will see (from right to left):

1. Power light
2. Ethernet port 1 link light
3. Ethernet port 2 link light
4. Mesh quality light (signal bars)

The mesh quality light will show three colors: red, yellow and green. Gateways act differently than repeaters, as shown below:



### Monitor your network... from anywhere.

The CloudTrax apps let you monitor your network from your iPhone™ or Android™ device.

### Quick Tip: Using RSSI to position nodes

From the Network Status screen, click on any node to see its name, throughput and connection to other nodes.

All of your nodes should have an RSSI of at least 17 to one or more nodes. If not, try repositioning them closer or add more nodes.

Gateway:

- No color until DHCP address received
- Red solid if Internet check fails
- Green blink if Internet works

Repeater:

- No color until speed test
- Red solid if speed is less than 1 Mbps
- Yellow solid if speed is between 1 Mbps and 2.5 Mbps
- Green blink if speed is greater than 2.5 Mbps

If you are using the MR500, the LED light furthest to the left indicates status. The light will be solid blue once Wi-Fi is up, and blink blue if Internet access works (either as gateway or repeater with speed above 1 Mbps).

## **Need additional help?**

To learn more about planning and optimizing your network, download the *Cloudtrax Network Planning Guide* at <http://bit.ly/cloudtraxnpg>.

To learn more about CloudTrax's splash page feature, download the *Using the Splash Page Editor Guide* at <http://bit.ly/cloudtraxsplash>.

To learn more about CloudTrax's vouchers feature, download the *Using Vouchers in CloudTrax Guide* at <http://bit.ly/cloudtraxvouch>.

To learn more about integrating vouchers with PayPal, download the *Using PayPal in CloudTrax Guide* at <http://bit.ly/cloudtraxpp>.

# Experience the **power** and **simplicity** of cloud-managed networking.

Open-Mesh's cloud controller, CloudTrax, is a free cloud-based network controller that helps you build, manage and monitor your wireless networks from anywhere in the world.

## Say goodbye to on-site controllers.

What used to live in a dedicated server on-site can now be managed through the cloud and your Internet browser. CloudTrax is powerful enough to meet the demands of IT professionals, while easy enough to be deployed by someone with little to no network experience. Open-Mesh proves how easy robust network management can be. And the price? It's free: every piece of Open-Mesh hardware comes with a perpetual CloudTrax license.

## Two SSIDs. Endless possibilities.

The Cloud Controller allows you to broadcast two unique networks, one "public" and one "private." Your public network can be customized with powerful captive portal features, while your private network can work seamlessly as an extension of your LAN. Each network can independently be renamed, left visible or hidden, and left open or password-protected with WPA/WPA2 encryption. Easily customize each to meet your needs.



## Your network. Your brand.

With a built-in WYSIWYG splash page editor, you control the user experience from the moment a guest, resident or customer connects to your network.

Design a page from scratch to match your website, or get started with one of several beautiful templates that automatically scale to fit laptops, tablets and smartphones. Once connected, users can be redirected to any page you choose.

## End network abuse.

The cloud controller lets you set upload and download caps on each user so there is enough bandwidth available for everyone.

With eyes on each user's traffic, you can manually block the individual network abusers you notice behaving badly.

## Monetize your network. Keep 100%.

With the built-in CloudTrax captive portal, you can authenticate users, set pay-for-use options and collect secure credit card payments through PayPal, generate vouchers in real-time on the fly with Lobby Assistant, or connect to a third-party advertising platform. It's incredibly easy to set up. And unlike other cloud-managed network providers, we never take a cut.\*

\*Transaction fees charged by PayPal apply

## Safe and secure.

Open-Mesh is perfect for environments where security is paramount: no user traffic is sent to our cloud servers and a built-in firewall prevents users on the public network from seeing each other or your wired network by default.

For more security, protect one or both SSIDs with a WPA key, and hide either from broadcasting.

## Proven reliability.

The cloud controller lives in Amazon's secure and reliable EC2 data centers. With global distribution and over 99.9% uptime, Amazon keeps the cloud controller running when you need it.

Even if your devices lose connection with the cloud controller, your networks aren't affected. That's because no network traffic actually passes through the cloud controller. When a connection is established again, each device will continue checking in to the server to report usage and download any new settings.

## Automated outage alerts.

Don't have time to check the network status every day? Don't worry. If any access point goes down and doesn't come back up within an hour, CloudTrax will automatically email you (and anyone else you designate) about it.

Outage alerts are easy to turn on and off, and always keep you in-the-know when it comes to your wireless network.

## Monitor on the go.

CloudTrax is the only cloud-based network controller with free iOS and Android apps, so you can keep an eye on your networks while on the go.

You'll get up to the minute reports on user traffic, node status and mesh speed, all from your smart phone or tablet. For more control, simply log in to [cloudtrax.com](http://cloudtrax.com) from any browser on any device.\*



\*Firefox is required for some editing functions

## Get started with CloudTrax.

Buy CloudTrax compatible products



Download the CloudTrax User Guide



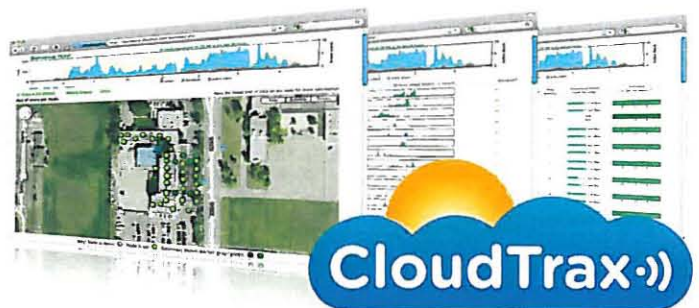
Start building your network at CloudTrax.com



CLOUDTRAX USER GUIDE

# Using PayPal in CloudTrax

CloudTrax is a free cloud-based network controller that helps you build, manage and monitor your wireless networks from anywhere in the world. This guide will help you accept payments from network users through PayPal.



# Using PayPal in CloudTrax

## Overview: what we're doing

This guide is intended to help you set up your CloudTrax wireless network to accept payments through PayPal. With PayPal, you can charge users for access to your network based on time increments or bandwidth tiers.

Key features include:

- You keep 100% of revenue (less PayPal transaction fees). All payments go directly to you; Cloudtrax does not take a cut.
- You can use PayPal "Website Payments Standard". You will only pay transactions fees—no commission or monthly fee.
- You keep control of the look and feel of your splash page and simply paste a PayPal "Buy Now" button into your splash page.
- With automatic MAC Authentication, you can allow users to roam between nodes without seeing the splash page again.
- You can offer multiple bandwidth tiers, or offer a free lower-speed service tier and one or more paid tiers at higher speeds.

### Here's what's about to happen:

1. We'll create an account on PayPal where you can receive payments.
2. We'll enable auto-return and Payment Data Transfer in PayPal and integrate this into Cloudtrax.
3. We'll create a "Buy Now" button and payments page at PayPal.
4. We'll integrate PayPal into your splash page at Cloudtrax.

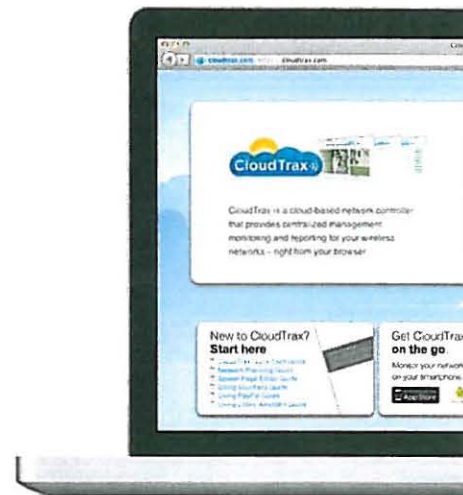
This guide is intended to be used with existing networks. If you haven't set up your network yet, download the *CloudTrax Quick Start Guide* at <http://bit.ly/cloudtraxqs>. To learn about the CloudTrax splash page editor, download the guide at <http://bit.ly/cloudtraxsplash>. And if you only want vouchers and not PayPal integration, download the guide at <http://bit.ly/cloudtraxvouch>.

## How it works: user perspective

With PayPal-enabled CloudTrax networks, a splash page with a "voucher" and "PayPal" option appears for users. To access the network, they:

1. Click on the PayPal button and complete the payment with a PayPal account or credit card.
2. Are directed to a simple screen on CloudTrax (with your logo if you choose) that gives them their new voucher. They simply click the 'begin browsing' button.

At this point the user is online. The voucher token is also emailed to them for future use should they need it.



# What you'll need

To set up PayPal on your network, you'll need the following:

1. A CloudTrax network running on Firmware NG 299 or later.
2. A computer with a browser pointed to [www.cloudtrax.com](http://www.cloudtrax.com).

# Terminology

We'll make this process as easy as possible. Here are a few key words that will help:

**PayPal:** An online payment service that, in our case, allows users to pay for network access with their Visa, MasterCard, American Express, or PayPal account.

**Voucher:** A code generated by CloudTrax that lets you control access on a per-user basis without requiring an external captive portal service provider.

# Step 1: Create a PayPal account

**Note: if you have an account already, skip to Step 2.**

Start by going to PayPal.com and sign up for a new account.

1. In the "Account login" box, select "New to PayPal? SignUp".
2. Next, select "Business" and click "Get Started".
3. Select "Website Payments Standard".
4. Fill in the form then click "Continue". Fill in the second page, then click "Agree and Continue".

After a few seconds, you should see this message:

*Congratulations! You've signed up for a PayPal Business Account.*

# Step 2: Enable auto-return and Payment Data Transfer (PDT)

**If you skipped Step 1, go to PayPal.com and login.**

Click on the "Profile" button (on the right side of the menu below the tabs at the top of the page).

Next click on the "My Selling Tools" section, then the "update" button next to "Website preferences".

Under "Auto Return for Website Payments," click "On."

Enter the following URL in the "Return URL" field. Note the "https"

**<https://www.cloudtrax.com/paypal.php>**

Under "Payment Data Transfer," click "On."

Leave the remaining options as default and click the "Save" button at the bottom of the page.

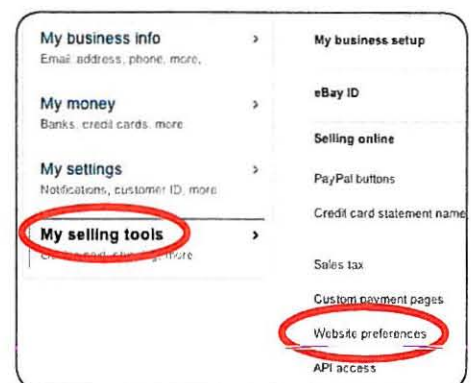
## Quick Tip: Check your firmware version

You can see which firmware version you are running by logging into CloudTrax. Click on your node list, then click "More node details". Your firmware version appears in the "version" column.



## Quick Tip: Upgrade to a PayPal business account

If you have a personal PayPal account already, you can simply upgrade to a business account to access the required features.



Your "Identity Token" will appear at the top of the page in a yellow highlighted box. You will want to select that and copy it (Ctrl-C in Windows or CMD-C in OSX). Next we will paste it into CloudTrax.

Open up Cloudtrax.com in a new browser window or tab and login to your account. Select the network from the drop-down list that you are going to link to this PayPal account.

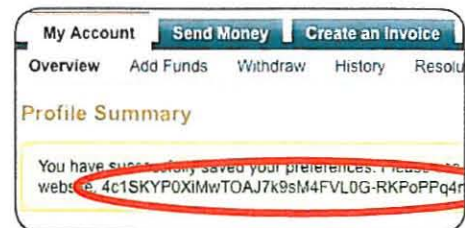
On the bottom of the SSID #1 tab is a section titled "PayPal". It has a few options we will now set:

**Clients Per Voucher:** Number of Client Devices per PayPal purchase. Typically one to five (maximum 10). If you are run coffee shop, you'll likely want one device. If you run a hotel or apartment complex, you might want to set this to 3 to 5 to cover multiple guests and their laptops, phones, tablets, etc.

**Download Bandwidth:** Download bandwidth per client device (in kbps) for PayPal. For example, 500 kbps is "500" and 1.5 Mbps (megabits per second) is "1500".

**Upload Bandwidth:** Upload bandwidth per client device (in kbps) for PayPal.

**PayPal Identity Token:** This is the unique string of numbers and letters you copied from the PayPal website. Paste it here.



**PayPal**

Clients Per Voucher:

Download Bandwidth:  kbps

Upload Bandwidth:  kbps

PayPal Identity Token:

## Step 3: Create your Buy Now button

Login (or flip back) to your PayPal account. Click the "Merchant Services" tab, then the "Buy Now button" link.

Enter "Internet Access" in the "Item Name" box.

Fill in your network login ID (not your master login but the ID of the network you are going to use) in the "Item ID" field. This is very important. It is how CloudTrax will know what network users belong to when they purchase.

Leave the price field blank.

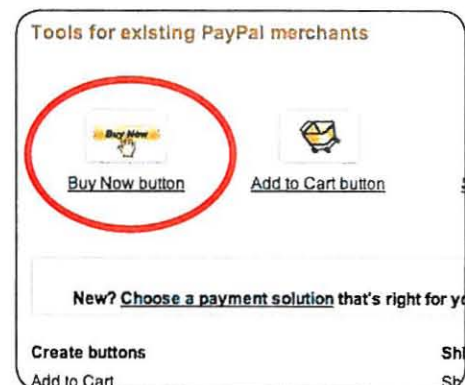
In the "Customize Button" box, click on "Add drop-down menu with price/option".

Enter "Purchase:" (or whatever you'd like to title the "purchase" option) in the "Name of drop-down menu" box.

Enter your various durations and prices in the three boxes below. It is very important that you use terms that CloudTrax can parse. CloudTrax knows "hour", "week", "day" and "month" (including plural versions), so you can use any of these terms (but not abbreviations) in specifying your times. "2 hours", "3 days", "1 week" and "3 months" are all examples of durations you can enter. You must use the numerical value, not the number spelled out (i.e. use "3" instead of "three"). If you need non-English words, please contact us. Enter the price you would like to charge next to each duration you enter. If you need more than three, there is an "Add another option" link you can click to add up to ten options.

Next, click on the "Step 3: Customize advanced features (optional)" headline (you might have to scroll down to see it). This will open up a new section with various options we need to customize:

Change "Can your customer add special instructions in a message to you?" to "No".

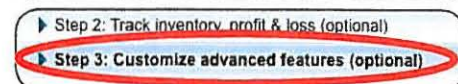


**Customize button**

Add drop-down menu with price/option [Example](#)

Name of drop-down menu (ex.: "Colors," "Sizes")

Menu option name	Price	Currency
<input type="text" value="2 Hours"/>	<input type="text" value="5.99"/>	<input type="text" value="CAD"/>
<input type="text" value="24 Hours"/>	<input type="text" value="9.99"/>	
<input type="text" value="48 Hours"/>	<input type="text" value="14.99"/>	



Change "Do you need your customer's shipping address?" to "No."

Check "Add Advanced Variables" and in the box below, enter this line exactly:

**notify\_url=https://www.cloudtrax.com/paypal2.php**

Note this URL is "https" (not "http"). This is essential: this is the URL that will give your users their voucher after paying. If it is missing or not correct, they will not be able to login.

After this, click on the "Create Button" button at the bottom of the page.

Now you will see your button "source" in a box on the left and what the button will look like on the right. You can click on the drop down menu on the right to make sure your options look the way you want. If you want to change anything, you can do so by clicking the "Go back to edit this button" link.

When you are satisfied with your button, click the "Select Code" button, then click the Ctrl-C (Windows) or Cmd-C (Mac) to copy the button source to your computers clipboard.

Next, we will paste it into a splash page.

Can your customer add special instructions in a message to you?  
 Yes  
 No

Do you need your customer's shipping address?  
 Yes  
 No

Add advanced variables  
notify\_url=https://www.cloudtrax.com/paypal2.php

```
<form action="https://www.paypal.com/cgi-bin/webscr" method="p
<input type="hidden" name="cmd" value="_s-xclick">
<input type="hidden" name="hosted_button_id"
value="CEDMHR6C9QA8">
<input type="image" src="https://www.paypalobjects.com/en_US/i
/btn_buynowCC_LG.gif" border="0" name="submit" alt="PayPal -
safer, easier way to pay online!">

and
<-- PayPal Button End -->
```

Select the sample button (everything between the above lines) and delete it. Then hit "CTL-V" (windows) or "CMD-V" (Mac) to paste your PayPal button code into the splash page between the lines.

Click the "Preview" tab below your splash page to see what it will look like. You should see both a voucher entry field and your new PayPal Buy Now button.

Click the Save button (looks like an old-style 3.5" diskette) at the upper left of the editor window when in 'edit' or 'source' tabs. Your splash page has now been saved. Close the Splash Page editor window.

On the SSID#1 Tab in Cloudtrax, check the "Enable" box next to the "Edit Splash Page" button.

**Important:** Click the "Update Network Settings" button to save all your changes.

Your site is now ready to accept payments. Give your nodes 10-15 minutes to update.

New! Template: My Workspace  
My Workspace  
My Saved Page  
Default - PayPal

```
<-- PayPal Button Start -->
<form action="https://www.paypal.com/cgi-bin/webscr" method="post"
<input name="cmd" value="" <vclick" type="hidden"/>
<input name="hosted_button_id" value="AAAAAAAAAAAA" type="hidden"
</body>
</tr>
<tr>
<td>
<input type="image" src="https://www.paypalobjects.com/en_US/i/btn/btn_buynowCC_LG.gif" border="0" name="submit" alt="PayPal - safer, easier way to pay online!">

</form>
<-- PayPal Button End -->
```



# Testing your new splash page with PayPal

When you connect to the SSID you just enabled PayPal on, you should see your new splash page. To test the page, follow these steps:

1. Click the PayPal “Buy Now” button you created.
2. Purchase one of your options using a different PayPal account or use the “Credit card as a PayPal Guest” option.
3. When you are done paying, you will be automatically (if paying with a PayPal account) redirected back to CloudTrax. If you paid via a credit card, there will be a “return to ” link. Click this link and you will be returned to CloudTrax.
4. CloudTrax will display (with your logo if you uploaded one to the CloudTrax site) the voucher (and will also email it to you as the customer for future reference). Click the “Begin browsing” button.
5. You should now be online (at Google.com). From here you can browse to any site you wish.

Users will see the splash page whenever their duration (that they selected from the Buy Now button) expires. They can roam within your network without seeing the splash page again as their MAC address will be automatically verified as they move between nodes.

## Need additional help?

To learn more about planning and optimizing your network, download the *Cloudtrax Network Planning Guide* at <http://bit.ly/cloudtraxnpg>.

To learn more about the features within CloudTrax, download the *CloudTrax Quick Start Guide* at <http://bit.ly/cloudtraxqs>.

To learn more about CloudTrax’s splash page feature, download the *Using the Splash Page Editor Guide* at <http://bit.ly/cloudtraxsplash>.


To learn more about CloudTrax’s vouchers feature, download the *Using Vouchers in CloudTrax Guide* at <http://bit.ly/cloudtraxvouch>.

To use Lobby Assistant or train others, download the *Using Lobby Assistant Guide* at <http://bit.ly/lobbyassistant>. This guide is written specifically for hotel and apartment front-desk staff.

# Memo

**DATE:** January 7, 2014

**TO:** Board of Harbor Commissioners

**FROM:** Peter Grenell  
General Manager 

**RE:** General Manager's Report: Update on Priority Items:  
January 15, 2014

**CC:** Managers  
District Counsel

**NOTE:** On April 3<sup>rd</sup>, 2013, the Harbor Commission deferred action on updating Priorities. This update continues with the current priorities, progress reports, and other items.

## REPAIR AND IMPROVEMENT PROJECT UPDATES

### Pillar Point Harbor

Boat Launch Ramp Slurry Seal: **Completed**  
 Johnson Pier Fish Handlers Building Painting: **Completed**  
 Johnson Pier Repairs: Continuing, including sewer line replacement  
 Launch Ramp Maintenance Dredging: Ramp in use; dredged material hydroseeding in progress  
 West Restroom Renovation: **Completed**  
 Recreational Docks Flotation Repairs: 90% completed

### Oyster Point Marina/Park

Boat Launch Ramp Slurry Seal: **Completed**  
 Restroom Renovation: **Completed; open for use**  
 Dock 11 and Dock 8 Improvements: **Completed; open for use**  
 Wave Attenuators: **Completed**

## **TOP PRIORITIES**

### **Pillar Point Vessel Pump-out Station Replacement**

**Priority accomplished.**

Fixing the old facility turns out to be cost-prohibitive. Grant funds will be sought to get a reconditioned installation if possible.

### **Pillar Point Launch Ramp Maintenance Dredging**

Ramp is in use. Dredged material hydroseeding is in progress.

### **New District Multi-Use Building (including Administration Office, Sanctuary Visitor Center, Commission Meeting Room) at PPH**

Nothing further to report at this time.

### **Pillar Point Perched Beach Development**

Nothing further to report at this time.

### **Oyster Point Dock Upgrades and Replacement**

**Priority accomplished.**

### **PPH Facilities Repair Projects**

Johnson Pier Repairs: Continuing. Sewer line being replaced.

West Trail (Pillar Point Marsh to Mavericks Beach) erosion control repairs, including parking lot and restroom improvements: Staff has reviewed condition survey with engineers. Coastal Commission was contacted to start the permit process. District has provided the site condition survey and information regarding an immediate “quick fix” for the most seriously eroded location, for which the Coastal Commission may consider authorizing an emergency permit or similar approval. At this time staff is awaiting outcome of Coastal Commission staff review before further action.

The District will proceed with the regular permit process for the full project. This will include consideration of various alternatives relating to “hard edged”, i. e., armoring, or “soft edged”, i. e., no armoring, possible combinations, feasibility of using suitable harbor sediments (e. g., material from Inner Harbor maintenance dredging, or material

accumulating at the federal Outer Harbor breakwater), and alternative non-paved trail surfaces that are ADA-compliant. Public input and progress meetings will continue.

West restroom renovation: Work completed.

Dock fingers replacement: On Sept. 4, Harbor Commission approved proceeding with replacement of twelve dock fingers. One finger has since been eliminated as further examination showed that replacement is not needed at this time. Permit process is underway.

### **Pillar Point U. S. Coast Guard Presence**

USCG is still interested in a presence at PPH, but budget constraints and mission priorities preclude any immediate action. Nothing further to report at this time.

### **Community and Public Education**

Harbor Commission meetings will be recorded by audio podcast recording system. Podcasts will be available on the District's website. Other District-sponsored public meeting updates such as PPH West Trail Erosion Control project and the recent USA Surfers Beach project update meeting will continue to be video recorded by PCTV. The latter took place on November 8<sup>th</sup>.

## **SECOND LEVEL PRIORITIES**

### **Pillar Point New Pier/Romeo Pier**

Nothing further to report at this time.

### **Pillar Point Inner Harbor Development**

Nothing further to report at this time.

### **Oyster Point Redevelopment**

Nothing further to report at this time.

### **Oyster Point Dining Cruises**

Nothing further to report at this time.

## **PROGRESS REPORTS**

### **PPH Water Quality Study (Resource Conservation District)**

RCD staff presented the results of their major water quality study of fecal contamination at PPH at a public meeting at the Half Moon Bay Yacht Club in Princeton on Saturday, June 8<sup>th</sup>, 2012. Highlights of their research findings include: Elevated fecal bacteria counts were recorded at Capistrano Beach. The RCD's Final Report's Lessons Learned stated that these high counts **"are a landscape-level issue, not based at or in the Harbor itself but rather in the upland urban area."** High bovine counts were recorded at Deer Creek outfall; RCD staff conducted outreach to upstream landowners and continue to give technical assistance on best management practices. High canine counts were recorded at Capistrano Beach, but these originate in the urban area upland and **not** from dog walkers on harbor beaches. Gulls were not found to be a source of the high counts.

Recommended fixes include use of storm water filtering technologies, reducing sediment in storm water drainage system through more regular cleaning out of the pipes that bring the material into harbor waters, encouraging proper disposal of dog feces, continue upstream bovine best management practices, and further investigation of fecal sources from wildlife and sewer inputs in the storm water drainage system.

Harbor staff continues doing monthly water testing supported by the RCD; the activity is proceeding smoothly, and the results are showing no contamination.

### **Clean Marina Certification (Pillar Point Harbor and Oyster Point Marina/Park)**

Staff continues routine Clean Marina duties.

### **OPM Ferry Terminal (Water Emergency Transportation Authority)**

On July 17<sup>th</sup>, the Harbor Commission adopted a resolution supporting the City of South San Francisco's proposal to build a grant-funded public restroom to serve ferry passengers and Bay Trail users. Staff received a communication from City staff stating that City staff resources would become available soon to begin work with the District on the project. Coming up: selection of a precise project site and formulate an MOU to codify scope of work, operations and management, and cost reimbursement to the District.

### **PPH Surfers Beach Shoreline Improvement (Army Corps of Engineers)**

The Regional Sediment Management Process is expected to begin in a few months for Santa Cruz littoral cell. USACE will input Surfers Beach project information to the RSM process.

The Corps of Engineers convened their public meeting on November 8<sup>th</sup> in Princeton to update the public on the status and next steps for the Surfers Beach project. The meeting, which was video recorded by PCTV, was well attended including County Supervisors Horsley and Groom, and many questions were asked of the Corps staff.

The Corps will now move forward with their process of modeling and evaluating alternative methods of addressing the Surfers Beach erosion problem.

### **Sea-Level Rise/Climate Change/Alternative Energy**

On December 9, 2013, Harbor District representatives attended a gathering on "Meeting the Challenge of Sea Level Rise in San Mateo County". It was convened by Congresswoman Jackie Speier, Assemblyman Rich Gordon, and Supervisor Dave Pine at the College of San Mateo. Individual speakers and panelists discussed projected rising sea level, its impact on San Mateo County, need for action now to address the threats, local initiatives and action, and future policy development. To stay involved with the issue, <http://sanmateosealeverise.wordpress.com/> can be contacted for further information.

Addressing sea level rise concerns will be an important part of the Harbor District's strategic business planning effort, scheduled to start early this spring. (See other agenda item.)

### **PPH Paid Parking**

Nothing further to report at this time.

### **UPDATES ON ITEMS OF BOARD INTEREST**

NOTE: This section is added to provide improved communication to the Board and the public regarding the status of follow-up on items of interest raised by the Harbor Commission during Board meetings. Some items may eventually appear on Board meeting agendas or have been so previously, and will be so noted.

### **Status Report: NOAA's Half Moon Bay Weather Buoy Repair**

UPDATE Senator Feinstein's office has informed me (Nov. 14<sup>th</sup>) in response to my letter of inquiry that NOAA has been forced to cut staff that would have attended to the weather buoy situation because of budget constraints. NOAA's request for approval to institute furloughs was denied. NOAA now expects to address the HMB weather buoy repair in April 2014. For further information, contact Jessica Glass at Sen. Feinstein's office: email: [Jessica\\_Glass@Feinstein.senate.gov](mailto:Jessica_Glass@Feinstein.senate.gov), tel: 415-393-2014.

### **USACE Surfers Beach Project**

The Army Corps' San Francisco District convened a public informational update meeting on November 8 in Princeton. The well-attended gathering included Supervisors Horsley and Groom. Staff of several local and state agencies were invited. The Corps gave a power point presentation that is now available on the

Harbor District's website. The Corps received many questions and comments from the attendees.

### **South San Francisco Approval of District Capital Improvement and Management Plans for Oyster Point Marina/Park: City Reimbursement of District Expenses for Selected Dock Repair/Replacements**

The City Council of South San Francisco, acting as Successor Agency to its former Redevelopment Agency, has included in its Recognized Obligation Payment Schedule for January-June 2014 its \$2 million payment to the Harbor District linked to the District's recently completed Oyster Point Marina dock repair and replacement project.

### **Free WI FI at District Harbors**

(See other agenda item.)

### **Princeton Planning Process**

The District's Harbor Master and General Manager attended another public gathering of Plan Princeton, led by Supervisor Horsley and Lennie Mendonca, a Princeton businessman. The well-attended discussion focused on use of property and considerations relating to possible zoning changes, a major project outcome of the whole effort. One question was asked about the future of the Romeo Pier. (See [www.PlanPrinceton.com](http://www.PlanPrinceton.com) for further information.)

### **West Trail Erosion Control Project**

Staff has forwarded the District's dredging, erosion control, and dredged material reuse strategy to Coastal Commission, along with West Trail condition survey and "quick fix" repair information for consideration of possible first stage "quick fix" repairs to ensure continuation of public use. The full permit process for trail repair and protection, ADA-compliant trail surfacing, new restroom planning, and parking lot improvements will proceed. (See PPH Facilities Repair Projects item above for further information.)

### **Website Improvements**

Staff continues to compile and provide information on website use and content to the District's website manager, who is in process of updating the website layout and facilitating more user-friendly use.

### **Preparation of Draft Strategic Business Plan: RFP and Follow-Up Actions**

The RFP process continues, with proposals due February 27th.

### **Public Records Act Requests: Procedure for Processing Requests**

During the past several months, the Harbor District has received many requests for information pursuant to the provisions of the Public Records Act (PRA). As the number and size of these requests grows (e. g., during the last week of October, the District received five PRA requests for a total of 28 different items of information, some going back to 1990), clarifying the District's procedure for processing them for the benefit of the public, the Harbor Commission, and District staff will be beneficial:

PRA requests should be made directly to the Harbor District, to the attention of the General Manager (GM). The GM and staff as designated will process the requests pursuant to PRA provisions as applicable.

Any PRA requests received by a Harbor Commissioner or originated by a Commissioner should be forwarded to the GM for disposition.

Any PRA requests received by District staff should be forwarded to the GM for disposition.

The PRA requires a response to information requests within ten (10) days. This is to notify those making such requests that the request(s) have been received. Documents identified within ten (10) days will be made available. If additional time is required to gather documents, the District will advise the requesting party of the need for an additional fourteen (14) days to identify documents.

Persons who submit PRA requests should be invited to schedule a visit to the District Administration Office during regular office hours to inspect the requested documents with staff in attendance. This is especially useful for requests that are for large documents or a large number of documents. Time and cost in making the requested information available can thereby be reduced for the District and those making such requests.

For requests for hard copies of documents, these will be provided, if available, for a fee of \$0.25 per page direct reproduction cost.

For requests for electronic copies of documents, these will be provided, if available, at no cost.

If records must be compiled or information must be extracted from an electronic record, or a new record must be created in order to provide the requested information, the full cost of providing the information will be charged, not just duplication cost.

The PRA provides for a variety of discretionary exemptions from disclosing records. These generally include personnel records, investigative records, drafts, material made confidential by other state or federal statutes, and whenever the public interest in nondisclosure clearly outweighs the public interest in disclosure. If a record contains exempt material, that material can be withheld – redacted – but the rest of the



information must be provided. The CA Attorney General's Office notes that the difficulty in segregating exempt material from nonexempt is relevant in determining what is a reasonable amount of time to provide the requested information. The District will exercise its discretion regarding such exemptions on a case by case basis.

## **OTHER ITEMS**

**LEGISLATION: AB 628 (Gorell and Hall): Chaptered.** Includes legislative findings encouraging harbor and port districts and utilities to jointly prepare energy management plans to reduce greenhouse gas emissions and reduce long-term energy costs. This addition to Public Resources Code Section 25990 authorizes harbor and port districts to prepare energy management plans developed jointly with utilities that serve the districts. The bill requires the Public Utilities Commission to encourage utilities to participate in plan development.

This activity can be explored as part of the Harbor District's strategic business plan preparation.

### **SF Bay Water Trail Grant Application for OPM**

Staff is now finalizing the District's grant application to the Coastal Conservancy for Water Trail funding for provision of kayak and other non-motorized craft storage facilities and Trail signage at Oyster Point Marina/Park. OPM has been designated as a High Opportunity Site for Water Trail improvements.

# Memo

TO: San Mateo County Harbor District Commissioners  
FROM: Debra Galarza, Director of Finance  
DATE: January 15, 2014  
SUBJECT: Finance Department Report to the Commission

---

## Accounting and operations

- Issued 1099 statements.
- Assisted with PRA requests.
- Continue with collection efforts at both facilities.
- Work with operations on coordination of activities that overlap finance and operations.
- Ongoing review of the General Ledger, general journal entries, cash deposits, accounts receivable, deposit accounts, customer account adjustments.
- Expense management through ongoing detailed review of bills and claims.
- Bi-weekly payroll processing and review.

# Memo

TO: San Mateo County Harbor District Commissioners

FROM: Marietta L. Harris, Human Resource Manager

DATE: January 9, 2013

SUBJECT: Report to the Commission

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## **Activities:**

**Out of Office – December 30, 2013 – January 3, 2014**

### **Human Resource Services:**

- Working with employees with personnel and HR questions.
- Health benefits changes
- Health benefits discussion with employee
- Testing for Accounting Technician position – December 18, 2013
- Interviews for Certificate List for Accounting Technician position – January 13, 2014

### **Administrative Services:**

- Responding to public records requests.
- Assisting Temporary Deputy Secretary with requests from General Manager and Harbor Master.
- Assisting Temporary Deputy Secretary on Commercial Activity Permits

### **Information Technology:**

- Working with IT consultant on daily IT operations.
- Working with staff on IT issues and problems, new email system.
- Working with IT consultant on special projects. (new server installation, wireless information, and VPN)

# Memo

To: Board of Harbor Commissioners  
From: Scott Grindy, Harbor Master  
CC: Peter Grenell, General Manager  
Date: January 8, 2014  
Re: January 15, 2014 Meeting Report

---

## **Oyster Point Marina/Park**

### *Construction Update & General Status Updates*

- No project reports at this time.

### *OPM Miscellaneous*

- Organizing regular tenant evening meeting with district staff

## **Pillar Point Harbor**

### *Construction Update & General Status Updates*

- Under pier sewer line replacement project underway.
- Harbor Moorings maintenance service to start soon.

### *PPH Miscellaneous*

- Crab sales very high over the holidays
- Excellent turn out of public for the Holiday Boat Lighting Event in December

## **Occupancy Overview (December 2013)**

### **PPH**

Total occupancy (inner harbor) 88% (this includes slips, end ties and walk way)

Berth occupancy (inner Harbor) 89% (330 slips out of 369 are occupied)

Moorings (Outer Harbor) 34% (13 out of 38 moorings occupied)

### **OPM**

Total Occupancy: 69% (295 slips/end ties out of 428 are occupied)

Berth Occupancy: 70% (290 slips only out of 414)

## **Search and Rescue Activity Highlights & Urgent Need Activities**

**PPH:** Low amount of emergency vessel calls with reportable action, and some tows.

**OPM:** No tows, and one in slip sunken boat of which has been removed by owner.

## **EMS-Clean Marina Activities-District Wide**

- Coordinated with Half Moon Bay Yacht Club on the removal of an abandoned sunken sailboat in the harbor.
- Developing Emergency and Spill Response action manual for both locations.
- Meeting with staff from San Francisco Estuary Partnership on clean water activities.
- Adding 3 more testing locations in the harbor and reviewing storm outfall for testing.
- Outer Harbor drafts for Ordinance Code Updates to improve overall water quality in process for board approval in 2014.
- Preparing RFP draft for pump out services for February Board Meeting.
- Developing a regular newsletter for tenants with EMS topics included.

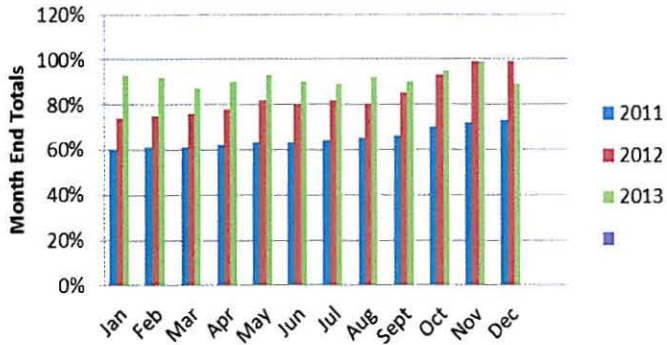
## **Calendar Reminder Items of Events and Activities**

- Easter Egg Hunt (and more fun) April 19<sup>th</sup>, 2014 @ Oyster Point Marina/Park

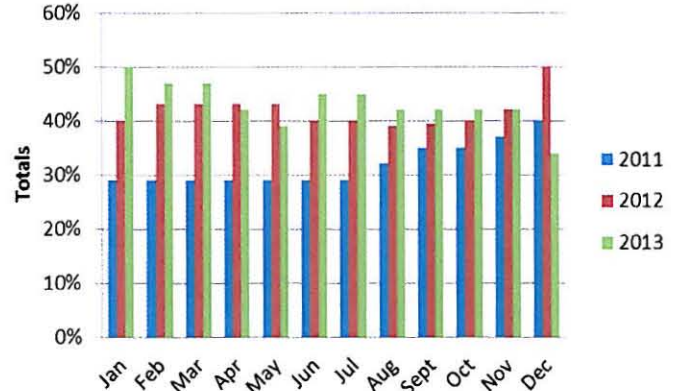
# Pillar Point Harbor Dashboard

## Monthly Marina Activity Report - December 2013

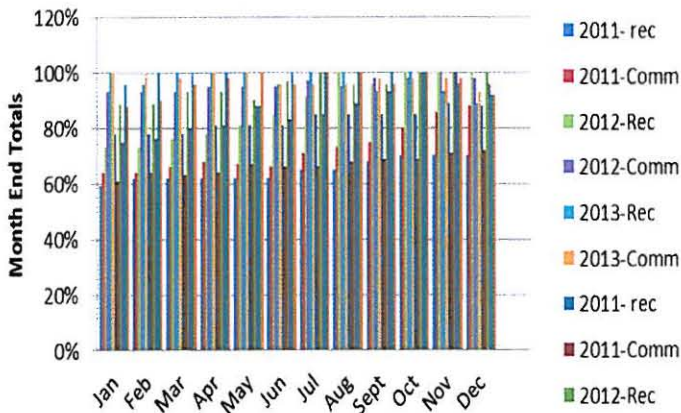
### Overall Occupancy 369 slips available (Dec 2013 89% occupied)



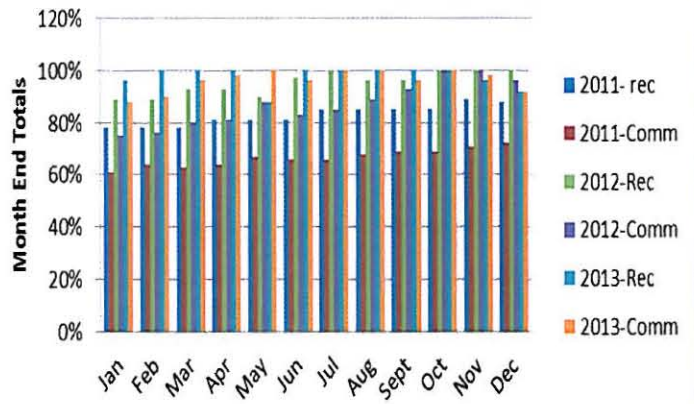
### Mooring Occupancy 38 mooring available (Dec 13 - 34% occupied)



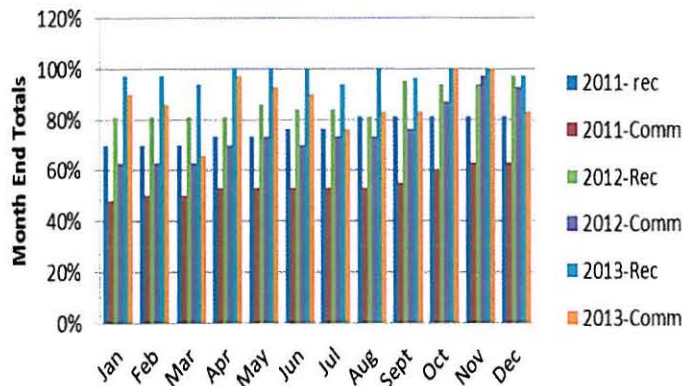
### 30 ft Slips (Total: 27 rec, 54 comm)



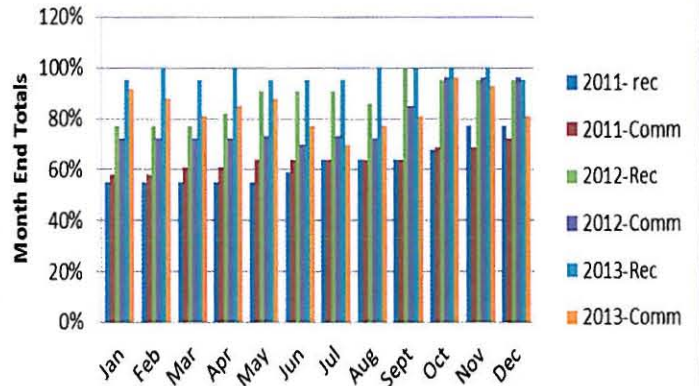
### 35 ft Slips (Total: 26 rec, 48 comm)



### 40 ft Slips (Total: 34 rec, 29 comm)



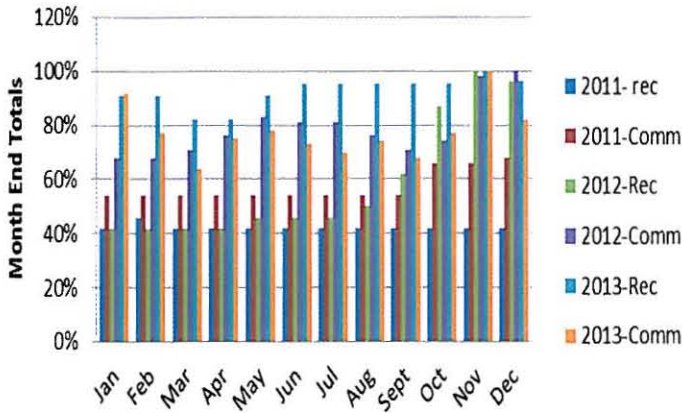
### 45 ft Slips (Total: 22 rec, 27 comm)



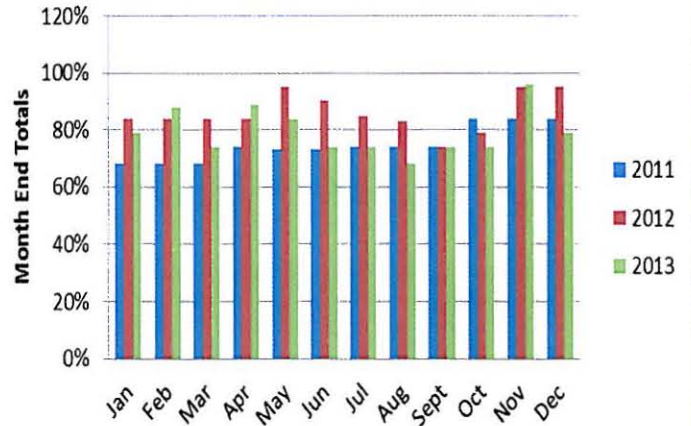
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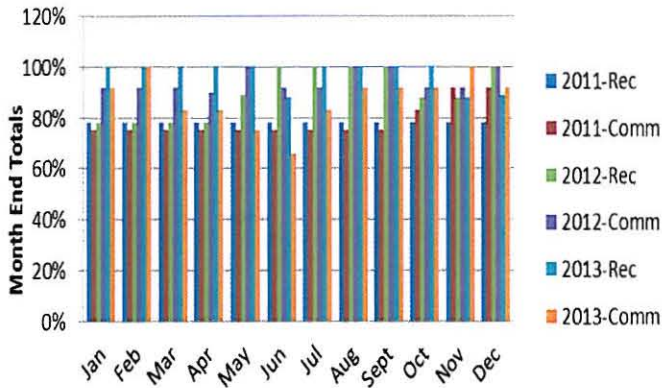
### 50 ft Slips (Total: 22 rec, 40 comm)



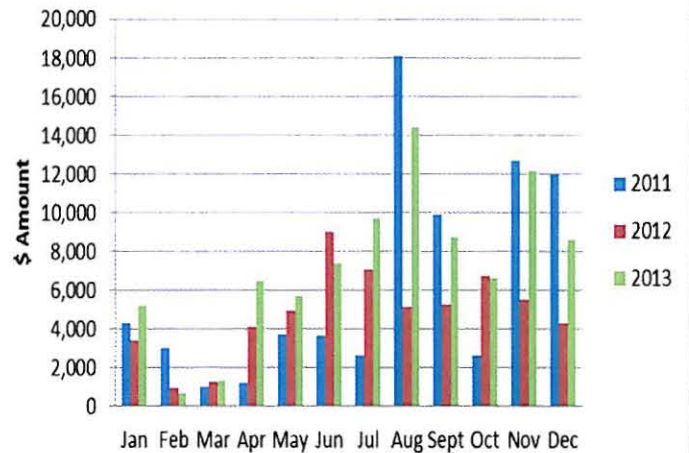
### 55 ft Slips (Total: 19 comm)



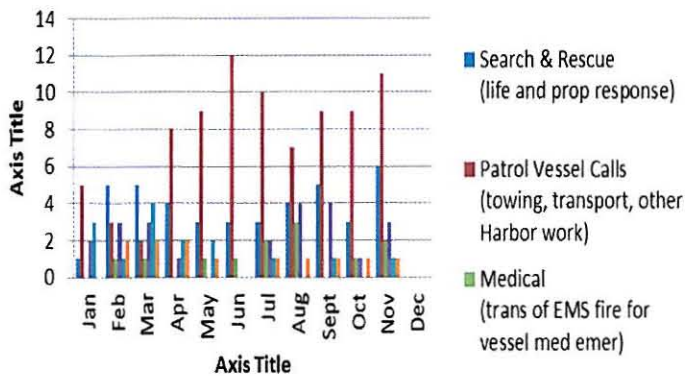
### 65 ft Slips (Total: 9 rec, 12 comm)



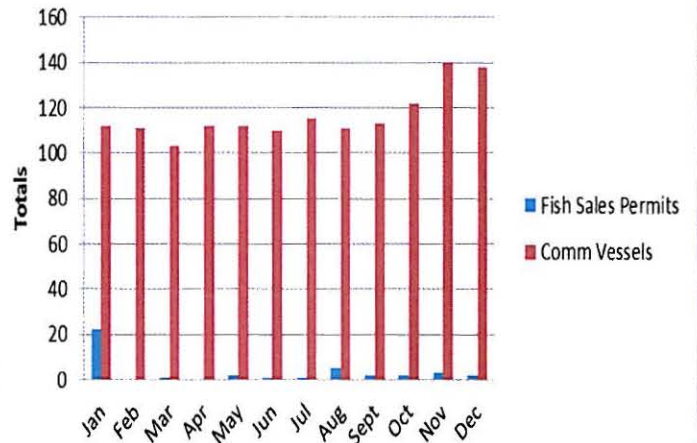
### Launch Ramp Totals



### Call Outs (PPH Harbor Patrol - 2013)



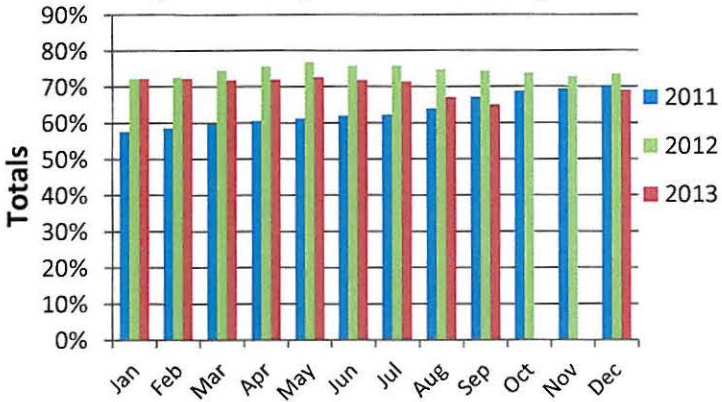
### Pph Commercial Fishing Activity



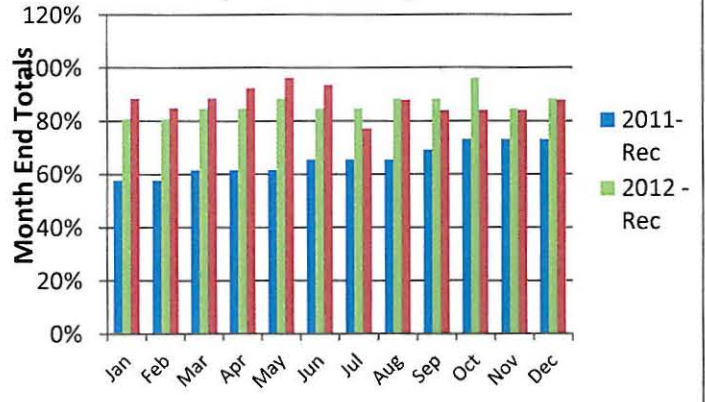
# Oyster Point Marina

## Monthly Marina Activity Report - December 2013

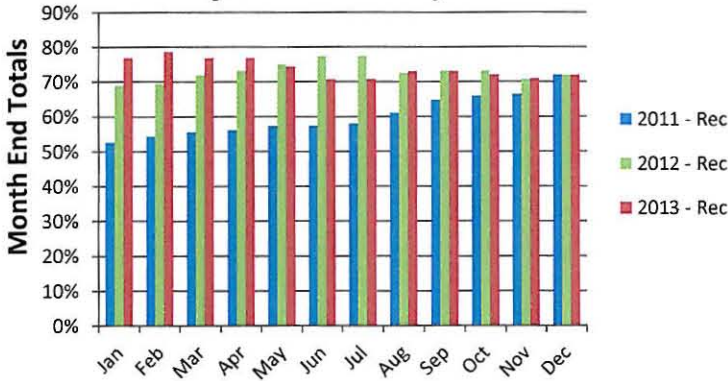
### Overall Occupancy (428 Slips Available)



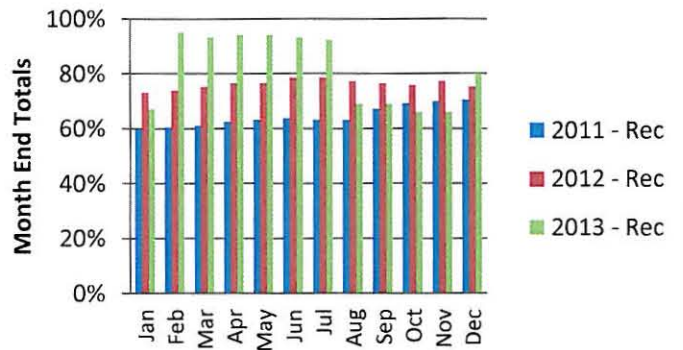
### 26 ft Slips (Total: 25)



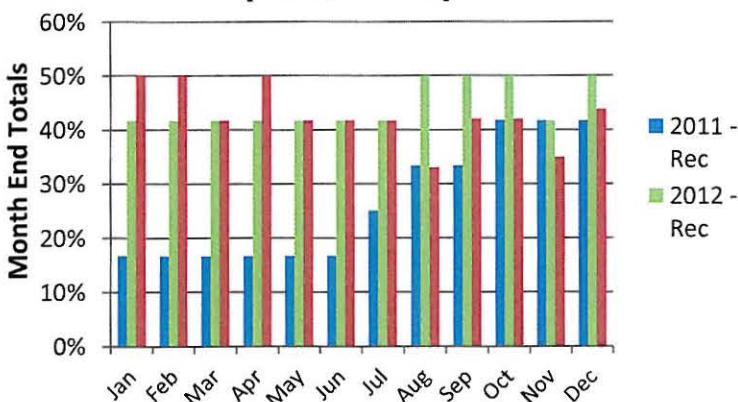
### 30 ft Slips (Total: 157)



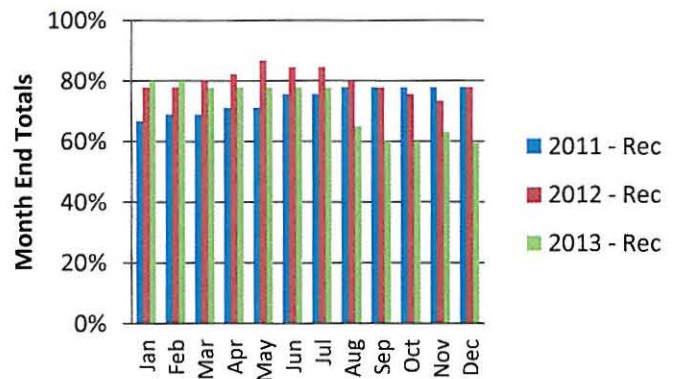
### 36 ft Slips (Total: 100)



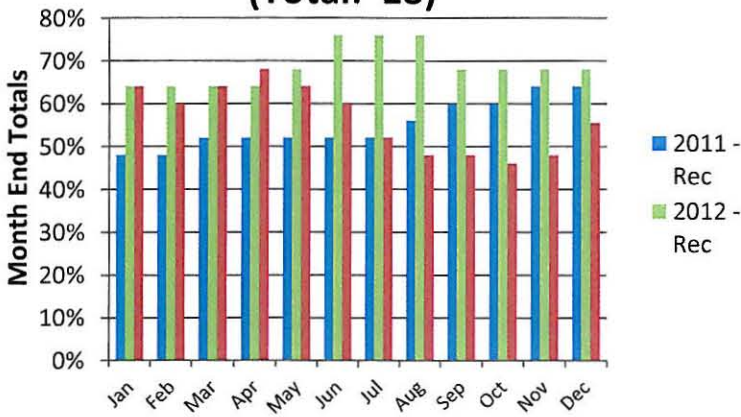
### 40 ft Slips (Total: 16)



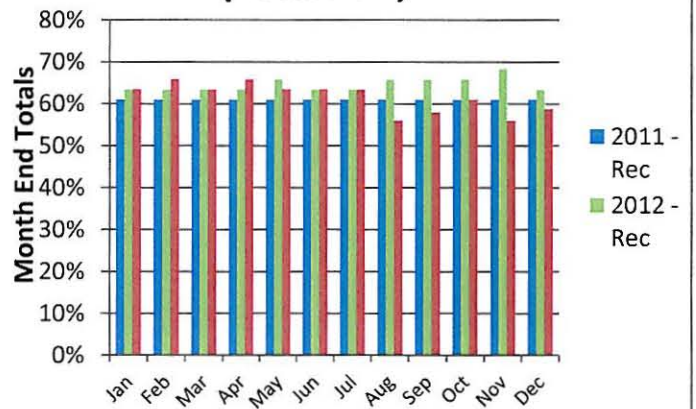
### 45 ft slips (Total: 64)



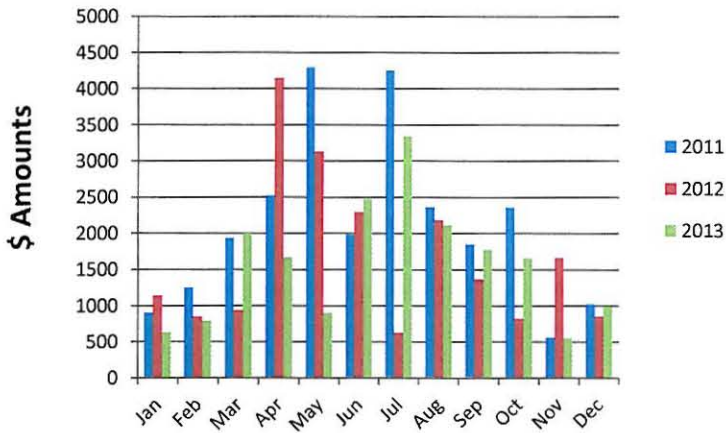
### 50 ft Slips (Total: 18)



### 60 ft Slips (Total: 34)



### Launch Ramp Totals



### Call Outs (OPM Harbor Patrol - 2011-2013)

