



**CITY OF PITTSBURG**

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***NOTICE INVITING BIDS, BID PROPOSAL, CONTRACT, SPECIAL CONDITIONS, GENERAL  
CONDITIONS AND TECHNICAL SPECIFICATIONS***

***FOR THE CONSTRUCTION OF***

**CONTRACT NO. 2023-23  
BASIN 3 DREDGE PROJECT**

**IN**

***PITTSBURG, CALIFORNIA***

***TO BE USED IN CONJUNCTION WITH: CITY OF PITTSBURG STANDARD PLANS AND***

***STANDARD SPECIFICATIONS AND PLANS ISSUED BY THE***

***STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION DATED 2022***

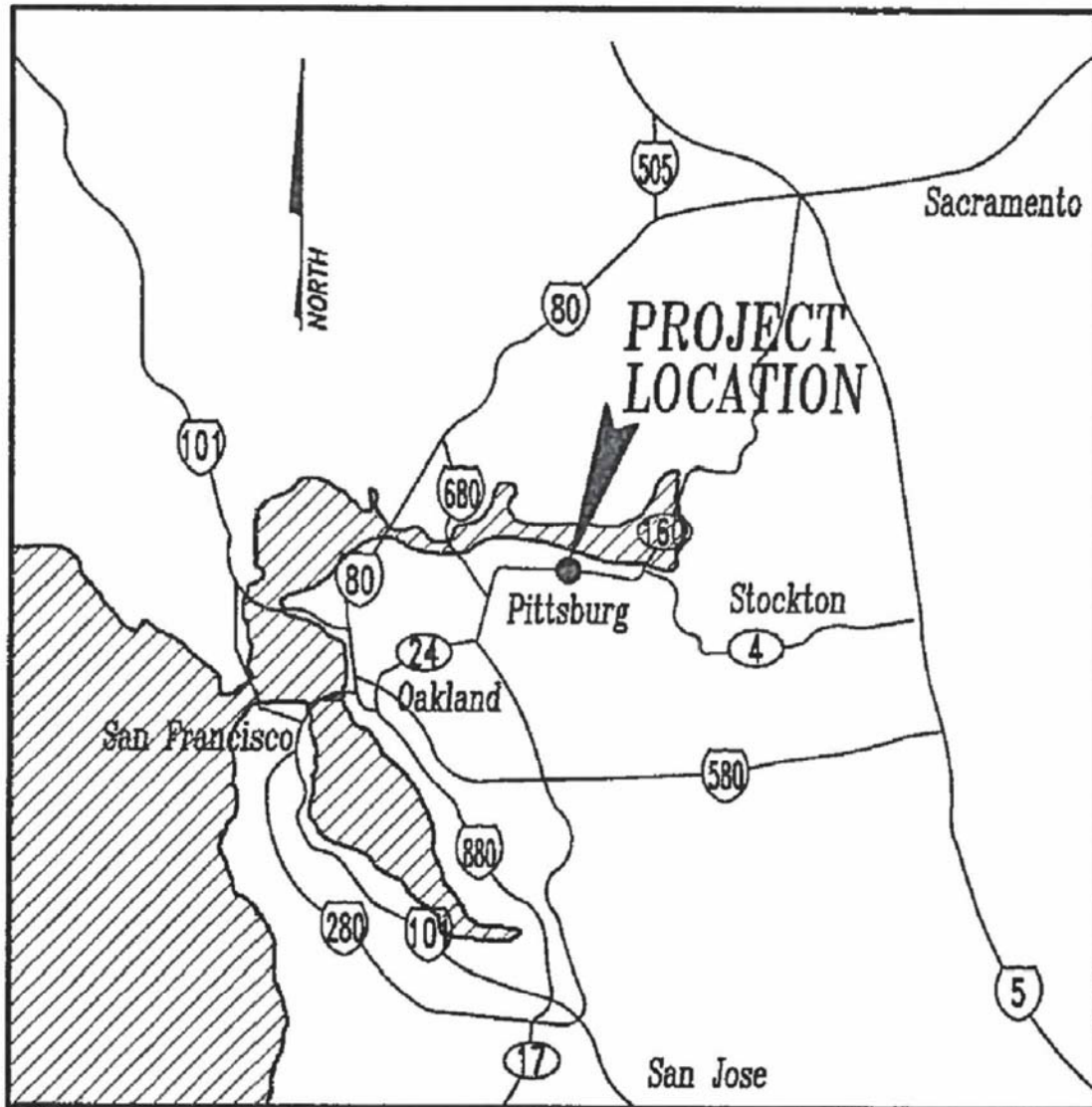
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ACCEPTED FOR USE:



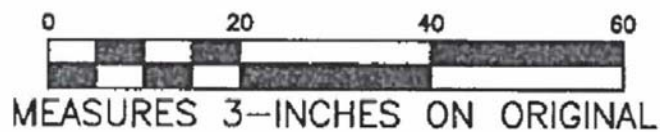
**JOHN SAMUELSON  
CITY ENGINEER/PUBLIC WORKS DIRECTOR**

May 2023



## VICINITY MAP

1" = 20 Miles





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**DIVISION 01 – GENERAL REQUIREMENTS**

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- 01 71 13 – Mobilization and Demobilization

**DIVISION 35 – MARINE**

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**APPENDIX A**

Regulatory Dredging Permits

**APPENDIX B**

Grain Size Information and Core Logs

**APPENDIX C**

Dredge Area Working Points (to be issued electronically)

**APPENDIX D**

Project Drawing

**APPENDIX E**

Example Project Stabilization Agreement

**APPENDIX F**

Resolution 93-8022

## Notice Inviting Bids

1. **Bid Submission.** The City of Pittsburg (“City”) will accept sealed bids for its Basin 3 Dredge Project (“Project”), by or before June 16, 2023, at 11:00 a.m., at Pittsburg City Hall, located at 65 Civic Avenue, Pittsburg, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
  - 2.1 **Location and Description.** The Project is located at the Pittsburg marina, and is described as follows:  
This project will perform maintenance dredging in the Pittsburg Marina at Dredge Area A (Basin 3) and, if awarded as optional additive items, Dredge Area B (Launch Ramp) and/or Dredge Area C (Residential Channel). The Work also includes properly handling, transporting, and placing of the dredged sediment at the Carquinez Strait In-Bay Disposal Site (SF-9) and, if awarded, the Montezuma Wetland Restoration Project (MWRP).
  - 2.2 **Time for Final Completion.**  
The project is scheduled to be completed within 122 calendar days within the in-water work window by November 30, 2023. If the Contractor can not complete the project by the end of the in-water work window, the Contractor shall be required to remobilize in August 2024 to complete the contract work. All costs for additional mobilization, demobilization and surveying shall be the Contractor’s responsibility. The Contractor shall be paid at the Contract unit rate for sediment dredged as listed in the original bid.
  - 2.3 **Estimated Cost.** The estimated base bid construction cost is \$1,199,000.
3. **License and Registration Requirements.**
  - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): Class A.
  - 3.2 **DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from City’s website located at: <https://www.pittsburgca.gov> . A printed copy of the Contract Documents may be obtained from Gabriel Piña, Associate Engineer, at 65 Civic Avenue, Pittsburg, CA, for a nonrefundable payment to City of \$50.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

**6. Prevailing Wage Requirements.**

**6.1 General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

**6.2 Rates.** The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

**6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

**7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

**8. Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

**9. Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

**10. Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

**11. Bidders' Conference.** A bidders' conference will be held on June 5, 2023 at the following location: 51-E Marina Boulevard, Pittsburg, California to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory.

By:  Date: 5/25/23

John Samuelson, City Engineer/Public Works Director

Publication Date: May 26, 2023

END OF NOTICE INVITING BIDS

## Instructions to Bidders

Each Bid Proposal submitted to The City of Pittsburg ("City") for its Basin 3 Dredge Project ("Project") must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

**BID PROPOSAL:**

Basin 3 Dredge Project  
Contract No. 2023-23

City Clerk  
65 Civic Avenue  
Pittsburg, CA, 94565  
Attn: Alice Evenson

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

*[Contractor company name]*  
*[street address]*  
*[city, state, zip code]*  
DIR Registration No: \_\_\_\_\_

- 1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be

accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

- 3. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.
- 4. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
- 5. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to [2023dredge@pittsburgca.gov](mailto:2023dredge@pittsburgca.gov). Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
- 6. Pre-Bid Investigation.**

  - 6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.
  - 6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.
  - 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in



Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <https://www.pittsburgca.gov/>
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at 65 Civic Avenue, Engineering Division or sent via email at [2023dredge@pittsburgca.gov](mailto:2023dredge@pittsburgca.gov) before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:
- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes

weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).

- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first

issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

12. **Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the apparent low bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within 14 days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **Additive and Deductive Alternates.** As required by Public Contract Code § 20103.8, if this bid solicitation includes additive or deductive items, the method checked below will be used to determine the lowest bid. If no method is checked, subparagraph (A) will be used to determine the lowest bid. City retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

(A) The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

17. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.
  - 17.1 **Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

**17.2 Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

**18. Bidder’s Questionnaire.** A completed, signed Bidder’s Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder’s Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

END OF INSTRUCTIONS TO BIDDERS

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**Bid Proposal**

Basin 3 Dredge Project

\_\_\_\_\_ (“Bidder”) hereby submits this Bid Proposal to the City of Pittsburg (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):  
\$ \_\_\_\_\_.

2. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

Alternate #1: Dredge Area B  
Add/Deduct: \$ \_\_\_\_\_

Alternate #2: Dredge Area C  
Add/Deduct: \$ \_\_\_\_\_

3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

4. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

4.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

4.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

- 4.4 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
- 4.5 Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- 4.6 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 5. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 5.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
- 5.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
- 5.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 6. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):
- \_\_\_\_\_ A cashier's check or certified check payable to City and issued by \_\_\_\_\_ [Bank name] in the amount of \$ \_\_\_\_\_.
- \_\_\_\_\_ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.



This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

s/ \_\_\_\_\_  
*[See Section 3 of Instructions to Bidders]*

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
License #, Expiration Date, and Classification

\_\_\_\_\_  
Address

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

END OF BID PROPOSAL

### Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance      CF = Cubic Feet      CY = Cubic Yard      EA = Each      LB = Pounds  
 LF = Linear Foot      LS = Lump Sum      SF = Square Feet      TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
<b>Base Bid</b>					
1	Mobilization and Demobilization	1	LS	\$	\$
2	Maintenance Dredging of Dredge Area A (Basin III) with Placement at SF-9	33,400	CY	\$	\$
3	Hydrographic Surveying of Dredge Area A (Basin III)	1	LS	\$	\$
<b>Subtotal — Base Bid:</b>					\$
<b>Alternate #1: Dredge Area B</b>					
4	Maintenance Dredging of Dredge Area B (Launch Ramp) with Placement at SF-9	3000	CY	\$	\$
5	Hydrographic Surveying of Dredge Area B (Launch Ramp)	1	LS	\$	\$
<b>Subtotal — Alternate #1:</b>					\$
<b>Alternate #2: Dredge Area C</b>					
6	Mobilization and Demobilization of Additional Equipment for Sediment Transport to MWRP	1	LS	\$	\$
7	Maintenance and Non-Maintenance Dredging of Dredge Area C (Residential Channel) with Placement at MWRP (Cover)	5,300	CY	\$	\$
8	Maintenance Dredging of Dredge Area C (Residential Channel) with Placement at SF-9	5,300	CY	\$	\$
9	Hydrographic Surveying of Dredge Area C (Residential Channel)	1	LS	\$	\$
<b>Subtotal — Alternate #2:</b>					\$

\* Final Pay Quantity

TOTAL BASE BID:      Items 1 through \_\_\_\_\_ inclusive: \$ \_\_\_\_\_

*Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.*

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

END OF BID SCHEDULE

### Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,<sup>1</sup> the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

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<sup>1</sup> For street or highway construction, this requirement applies to any subcontract of \$10,000 or more.

**Noncollusion Declaration**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_  
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

s/ \_\_\_\_\_

\_\_\_\_\_  
Name [print]

END OF NONCOLLUSION DECLARATION

**Bid Bond**

\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ (“Bid”), to the City of Pittsburg (“City”) for work on the Basin 3 Dredge Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF BID BOND



**Bidder's Questionnaire**

**BASIN 3 DREDGE PROJECT**

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

**Part A: General Information**

Bidder Business Name: \_\_\_\_\_ ("Bidder")

Check One:     Corporation (State of incorporation: \_\_\_\_\_)  
                   Partnership  
                   Sole Proprietorship  
                   Joint Venture of: \_\_\_\_\_  
                   Other: \_\_\_\_\_

Main Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Local Office Address and Phone: \_\_\_\_\_  
\_\_\_\_\_

Website address: \_\_\_\_\_

Owner of Business: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone and Email: \_\_\_\_\_

Bidder's California Contractor's License Number(s): \_\_\_\_\_

Bidder's DIR Registration Number: \_\_\_\_\_

**Part B: Bidder Experience**

1. How many years has Bidder been in business under its present business name? \_\_\_\_ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?  
\_\_\_\_ Yes      \_\_\_\_ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?  
\_\_\_\_ Yes      \_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

**Part C: Safety**

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: \_\_\_\_\_
- 2.2 Number of medical treatment cases: \_\_\_\_\_
- 2.3 Number of deaths: \_\_\_\_\_

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

\_\_\_\_\_  
Name Title Email

**Part D: Verification**

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

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

By: \_\_\_\_\_  
Name and Title

END OF BIDDER'S QUESTIONNAIRE

## Contract

This public works contract ("Contract") is entered into by and between the City of Pittsburg ("City") and \_\_\_\_\_ ("Contractor"), for work on the Basin 3 Dredge Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On \_\_\_\_\_, 20\_\_\_\_, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract:  
\_\_\_\_\_
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Plans and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Potential Award;
  - 2.12 Notice to Proceed; and
  - 2.13 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$ \_\_\_\_\_ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 122 calendar days, within the permitted window, from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$1,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

**City:**

Engineering Division  
65 Civic Avenue  
Pittsburg, CA, 94565

Attn: Gabriel Piña  
gpina@pittsburgca.gov

Copy to: Sara Bellafronte, Assistant to the City Manager  
sbellafronte@pittsburgca.gov

**Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_  
Copy to: \_\_\_\_\_

**12. General Provisions.**

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

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

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

Attest:

s/ \_\_\_\_\_

\_\_\_\_\_  
Name, Title

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

**CONTRACTOR:**

\_\_\_\_\_ Business Name

s/ \_\_\_\_\_

Seal:

\_\_\_\_\_  
Name, Title

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

Second Signature (See Section 12.8):

s/ \_\_\_\_\_

\_\_\_\_\_  
Name, Title

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

\_\_\_\_\_  
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

This page is intentionally left blank.



## Payment Bond

The City of Pittsburg ("City") and \_\_\_\_\_ ("Contractor") have entered into a contract for work on the Basin 3 Dredge Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee in an amount not less than \$\_\_\_\_\_, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

*[Signatures are on the following page.]*

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_,  
20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY CITY:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PAYMENT BOND

## Performance Bond

The City of Pittsburg ("City") and \_\_\_\_\_ ("Contractor") have entered into a contract for work on the Basin 3 Dredge Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee for an amount not less than \$\_\_\_\_\_ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
  - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
  - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY CITY:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

END OF PERFORMANCE BOND

## General Conditions

### Article 1 - Definitions

**Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for a specified purpose.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

**City** means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

**City Engineer** means the City Engineer for City and his or her authorized delegee(s).

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

**Contract Time** means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**DIR** means the California Department of Industrial Relations.

**Drawings** has the same meaning as Plans.

**Engineer** means the City Engineer for the City of Pittsburg and his or her authorized delegees.

**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Government Code Claim** means a claim submitted pursuant to California Government Code § 900 et seq.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

**Project Manager** means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information** or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day** or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## Article 2 - Roles and Responsibilities

### 2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including

authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

## 2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any



aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor

fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

## 2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

## 2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by

City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

**2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the

Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

### **Article 3 - Contract Documents**

#### **3.1 Interpretation of Contract Documents.**

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor

will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean City.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

**3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect on the date that bids were due.

**3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

**3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

#### **Article 4 - Bonds, Indemnity, and Insurance**

**4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance

bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

**4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:



(1) *Commercial General Liability (“CGL”) Insurance*: The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance*: The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers’ Compensation Insurance and Employer’s Liability*: The workers’ compensation and employer’s liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance*: The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder’s Risk Insurance*: The builder’s risk insurance policy must be issued on an occurrence basis, for all-risk or “all perils” coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice**. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) **Waiver of Subrogation**. Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements**. The CGL policy, automobile liability policy, pollution liability policy, and builder’s risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

## Article 5 - Contract Time

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts

to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule**. If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance**. Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting**. Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights**. City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times**. Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### 5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay**. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs (see Section 2.5(G));
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or
- (11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-

efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

## Article 6 - Contract Modification

**6.1 Contract Modification.** Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.



(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

- (1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
- (2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
- (3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
- (4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

## **Article 7 - General Construction Provisions**

### **7.1 Permits, Fees, Business License, and Taxes.**

(A) **Permits, Fees, and City Business License.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

**7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be

approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

**7.3 Noninterference and Site Management.** Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

**7.4 Signs.** No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

**7.5 Project Site and Nearby Property Protections.**

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor

must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

## 7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

## 7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as

determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use



the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

**7.10 Instructions and Manuals.** Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

**7.11 As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

**7.12 Existing Utilities.**

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be

assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

**7.13 Notice of Excavation.** Contractor must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert, at least two working days, but not more than 14 calendar days, before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

**7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

**7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring,

sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

**7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

**7.18 Historic or Archeological Items.**

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws

governing discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

## Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

**8.4 Early Occupancy.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

**8.6 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

## Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.



**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

**9.5 Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

## Article 10 - Safety Provisions

**10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

**10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

**10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

**10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

## Article 11 - Completion and Warranty Provisions

### 11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept

the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

## 11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

**11.3 Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

## Article 12 - Dispute Resolution

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been

rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

**12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

**12.3 City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

**12.5 Mediation and Government Code Claims.**

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately



responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

## Article 13 - Suspension and Termination

**13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

**13.3 Termination for Default.** City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt

payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost

opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

**13.4 Termination for Convenience.** City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

**13.5 Actions Upon Termination for Default or Convenience.** The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

#### Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

## Special Conditions

### 1. Authorized Work Days and Hours.

**1.1 Authorized Work Days.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City:  
Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. No Sunday work will be permitted. No holiday work will be permitted, unless approved in advance by the City.

**1.2 Authorized Work Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours:  
The Contractor's standard allowable working hours shall be no earlier than 30 minutes after sunrise and no later than 30 minutes before sunset, per the California Department of Fish and Wildlife requirements. Working hours are subject to change by the City.

**2. Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:

- 2.1** Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 2.2** List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 2.3** Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- 2.4** If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- 2.5** Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed;
- 2.6** Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- 2.7** Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- 2.8** Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- 2.9** Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the channel, curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as boats, sheds, docks, bollards,

columns, building faces, canopies, shades and fences, and any other features within the Project area limits;

- 2.10 If requested by City, Contractor's cash flow projections; and
- 2.11 Any other documents specified in the Special Conditions or Notice of Potential Award.

**3. Construction Support Role and Authority.** Anchor QEA, LLC will provide construction support for this Project. Anchor QEA, LLC will assist City in the management of the construction of the Project. Anchor QEA, LLC may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with Anchor QEA's contract with City.

- 3.1 **On-Site Management and Communication Procedures.** Anchor QEA, LLC will provide and maintain a support team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.
- 3.2 **Contract Administration Procedures.** Anchor QEA will assist in establishing and implementing procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.
- 3.3 **Pre-Construction Conference.** Contractor will attend the pre-construction conference, during which the City and Anchor QEA will review the Contract administration procedures and Project requirements.

END OF SPECIAL CONDITIONS



**PITTSBURG MARINA BASIN III, LAUNCH RAMP,  
AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

**TECHNICAL SPECIFICATIONS**

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Regulatory Dredging Permits

**APPENDIX B**

Grain Size Information and Core Logs

**APPENDIX C**

Dredge Area Working Points (to be issued electronically)

**PROJECT DRAWINGS**

Technical Specifications prepared by Anchor QEA, LLC, under the direction of the following design professionals, licensed by the State of California, for each of the various disciplines involved:

*Jaclyn Gnusti*

Jaclyn Gnusti, PE, Civil Engineer  
Reg. No. C-062446



**SECTION 01 11 00**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The objective of this project is to perform maintenance dredging in the Pittsburg Marina, as designed in the Drawings and as described in these specifications, in the following locations:
1. Dredge Area A (Basin III) with transport and placement of sediment at the Carquinez Strait In-Bay Disposal Site (SF-9)
- B. If awarded as optional additive items, the objective of this project may also include performance of maintenance dredging in the Pittsburg Marina, as designed in the Drawings and as described in these specifications at one or both of the following locations:
1. Dredge Area B (Launch Ramp) with transport and placement of sediment at SF-9
  2. Dredge Area C (Residential Channel) with transport and placement of sediment at SF-9 and at Montezuma Wetland Restoration Project (MWRP) as cover sediment

Note that a portion of the sediment within Dredge Area C must be sent to MWRP due to grain size and apparent native sediment within the Pay and Non-Pay Overdredge. See Appendix for grain size information and core logs for more information.

- C. Basin III, Launch Ramp, and/or Residential Channel may be individually or collectively referred to as the Site.
- D. The project owner is the City of Pittsburg (City). The City may designate additional representatives or agents. Within these specifications, the term "City" shall include all such representatives or agents.
- E. The Contractor is required to meet minimum dredging elevations (Required Dredge Elevation) as described in the Contract Documents and as shown on the Construction Drawings (Drawings) for the purpose of providing safe and unimpeded navigability for vessels that use the Site. However, the City may accept work as complete if, in the opinion of the City, the dredging work has sufficiently achieved the project objective. The City has provided all available information to inform the Contractor of Site conditions so that the Contractor can plan for the appropriate schedule and equipment to complete the project objective.
- F. Contract Documents for this project include Instructions to Bidders, Bidding Documents, Proposal with Bid Schedule, General Conditions, Special Provisions, Technical Specifications

and Appendices, Drawings, any Addenda that may be issued during the bidding period, City and Contractor Agreement, and any Agreement Modifications issued during construction.

- G. The work includes providing all labor, materials, equipment, insurance, licenses, and any related services required for the dredging and proper placement of sediment.
- H. This Contract includes work covered by lump sum and unit prices.
- I. The Award of work is subject to permitting, funding, operations, and other priority decisions made at the sole discretion of the City. If awarded:
  - 1. The following Base Bid would be awarded to the winning bidder:
    - a. Base Bid Item 01: Mobilization and Demobilization
    - b. Base Bid Item 02: Maintenance Dredging of Dredge Area A (Basin III) with Placement at SF-9
    - c. Base Bid Item 03: Hydrographic Surveying of Dredge Area A (Basin III)
  - 2. The following Optional Additive Bid Group A may be awarded to the winning bidder at the sole discretion of the City:
    - a. Optional Additive Bid Item 04: Maintenance Dredging of Dredge Area B (Launch Ramp) with Placement at SF-9
    - b. Optional Additive Bid Item 05: Hydrographic Surveying of Dredge Area B (Launch Ramp)
  - 3. The following Optional Additive Bid Group B may be awarded to the winning bidder at the sole discretion of the City:
    - a. Optional Additive Bid Item 06: Mobilization and Demobilization of Additional Equipment for Sediment Transport to MWRP
    - b. Optional Additive Bid Item 07: Maintenance Dredging of Dredge Area C (Residential Channel) with Placement at MWRP (Cover)
    - c. Optional Additive Bid Item 08: Maintenance Dredging of Dredge Area C (Residential Channel) with Placement at SF-9
    - d. Optional Additive Bid Item 09: Hydrographic Surveying of Dredge Area C (Residential Channel)
- J. Unless provided otherwise in the Contract Documents, all risk of loss to the work covered by the Contract Documents shall rest with the Contractor until final completion and acceptance is provided by the City.
- K. The Contractor is required to visit the Site prior to submitting a Bid to observe all Site conditions that may impact the dredging costs, duration, means and methods, or other

aspects that may impact completion of the work. Failure by the Contractor to take observable conditions into consideration in the Contractor's proposed Bid will not be the basis for additional compensation.

- L. The Contractor and City shall jointly conduct a pre-construction Site walk-through prior to start of dredging activities to observe and document the existing Site conditions and confirm and clarify extents of the required Dredge Footprint, as described in Section 35 01 00, Article 3.05 of these specifications. The Contractor's failure to do so will be deemed a waiver of any objection to the City's determination of damage to the Site and adjacent properties as a result of the Contractor's work, or of Contractor's sufficient completion of the work.
- M. The work is schedule to be completed in 2023. If the City does not provide Final acceptance because the Contractor has not met the project objective by the end of the in-water work window (November 30, 2023), then the Contractor will be required to remobilize in August 2024 and continue dredging to the City's satisfaction. If this occurs, all costs for additional mobilization, demobilization and surveying will be the Contractor's responsibility. The Contractor will be paid at the Contract unit rate for sediment dredged in 2024.

## 1.02 DEFINITIONS

- A. Aquatic Placement Site: An in-Bay agency designated site for dredged sediment placement. For this project, the Carquinez Strait In-Bay Disposal Site, known as SF-9, is the designated placement site for dredged sediment from Dredge Area A, Dredge Area B, and a portion of Dredge Area C.
- B. Dredge Area: General designation for dredging work, which includes Dredge Area A, and, if awarded, as Optional Additive Bid Item(s), Dredge Area B and/or Dredge Area C.
- C. Dredge Footprint: Horizontal extents of the area or areas in which the Contractor is responsible for removing all sediment to the Required Dredge Elevation. The perimeter of the Dredge Footprint is the Toe of Slope from which the Side Slopes originate.
- D. Dredge Template: The extents of allowable dredging, which include the Dredge Area above the Required Dredge Elevation, Pay Overdredge, Non-Pay Overdredge, and Side Slope.
- E. Excessive Dredging: Sediment outside of the Dredge Template (with the exception of Slough Material) and/or below the Non-Pay Overdredge Elevation, which is the maximum overdredge elevation permitted. The Contractor shall not perform Excessive Dredging. The Contractor will not be paid for Excessive Dredging and will be responsible for any regulatory agency fees and/or fines incurred as a result of Excessive Dredging.
- F. Incidental Debris: Debris excavated as part of the dredging process, including any solid waste materials, other than sediment, such as logs, wire, cable, steel, anchors, lumber, trash, concrete, and so on. No additional compensation shall be allowed for the removal and disposal or recycling of Incidental Debris encountered during dredging operations. All

Incidental Debris shall be segregated from the dredge sediment and disposed of at a City-approved upland landfill or recycling facility and in accordance with applicable local, state, and/or federal regulations.

- G. Independent Surveyor: California certified third-party hydrographic surveyor procured by the Contractor.
- H. Montezuma Wetland Restoration Project (MWRP): A beneficial reuse site that accepts dredged sediment. A portion of the sediment from the Dredge Area C must be placed at MWRP as cover sediment.
- I. Non-Pay Overdredge Elevation: An elevation below the Pay Overdredge Elevation that is the maximum overdredge elevation permitted by the permits and the terms of this Contract. Dredging below the Pay Overdredge Elevation but above the Non-Pay Overdredge Elevation is allowable but is considered non-payable dredging and will not be paid for. For this project, the Non-Pay Overdredge Elevation is one (1) foot below the Pay Overdredge Elevation. The Non-Pay Overdredge Volume is not included in the Bid Item volume on the Bid Schedule.
- J. Pay Overdredge Elevation: An elevation below the Required Dredge Elevation that will be paid to account for equipment tolerance. For this project, the Pay Overdredge Elevation is one (1) foot below the Required Dredge Elevation. The Pay Overdredge Volume is included in the Bid Item volume on the Bid Schedule.
- K. Pay Volume: The quantity of dredged sediment calculated on an in situ basis within the Dredge Area and above the Pay Overdredge Elevation using Pre- and Post-Dredge Surveys, as defined in Section 35 20 30 of these specifications. This also includes the Side Slope Slough Material up to a 3H:1V grade. Note that the Pre- and Post-Dredge Surveys must be conducted with multibeam surveying methods by an Independent Surveyor with a California certification for hydrographic surveying and/or be licensed as a California Professional Surveyor.
- L. Project Site (Site): The designated Dredge Area(s), as well as the marina facilities, open water, and upland facilities and structures in the immediate vicinity of the Dredge Area.
- M. Required Dredge Elevation: The elevation within the Dredge Area above which the Contractor is required to remove all sediment within the Dredge Footprint. The Required Dredge Elevation is indicated in the Drawings for each Dredge Area.
- N. Side Slope: The area between the outer edge of the dredge cut at the Required Dredge Elevation (toe of cut) and the intersect point at existing grade where Slough Material is expected to be generated. The limit of Side Slope payment is shown in the Drawings. Side Slopes in this project are defined for Slough Material measurement and payment purposes only and are not necessarily the final angle of repose of the sediment. The Side Slope area shall not be directly dredged.

- O. Slough Material: Sediment or other material from the Side Slope that sloughs into the Dredge Area as a result of making a vertical cut to grade. The Contractor shall remove such Slough Material until the Required Dredge Elevation is achieved. The estimated volume of Slough Material is calculated assuming the Side Slope grade shown on the Drawings from the toe of the Required Dredge Elevation cut. The Contractor will not be paid for sloughing beyond the indicated design Side Slope. Slough Material above the design Side Slope is included as part of the Pay Volume.

### 1.03 SUBMITTALS PRIOR TO CONSTRUCTION

- A. Pre-Dredge Survey: See Section 35 20 30 of these specifications for requirements, including submission schedule.
- B. Dredging Operations Plan and Solid Debris Management Plan: The Contractor shall prepare and submit a Dredging Operations Plan and Solid Debris Management Plan no more than seven (7) calendar days after the Notice to Proceed (NTP). See Section 35 01 00 of these specifications for requirements.
- C. U.S. Coast Guard Notification: The Contractor shall notify the U.S. Coast Guard (USCG) in writing, alerting them of the schedule of their work, their planned equipment and its positioning, their radio telephone frequencies, work start and completion dates, and any other information required by the USCG, as described in the U.S. Army Corps of Engineers (USACE) permit. Additionally, the Contractor shall give sufficient notice of the start and anticipated end of dredging and placement operations per USCG regulations to allow publication of the Notice to Mariners.
- D. Health and Safety Plan: The Contractor is responsible for health and safety at the Project Site. The Contractor shall submit a site-specific Health and Safety Plan (HASP) no less than ten (10) calendar days prior to mobilization at the Site. The plan shall detail the Contractor's means and methods to provide for the health and safety of the Contractor's employees, the City's representatives and agents, and the public. The intent of the HASP is to reduce the exposure of workers and the public to hazards that could be encountered or present during project activities (as required in relevant regulations and statutes, including, but not limited to, those of the Occupational Safety and Health Administration and the USCG). The City will review the Contractor's HASP, but the City's review neither alleviates the Contractor's responsibility to comply with all relevant health and safety laws and regulations nor indicates the City's acceptance of the HASP. The HASP shall be kept at the Site at all times during the work.
- E. Independent Surveyor: The Contractor shall submit the name, qualifications, and license and/or certification numbers of a third-party surveyor that is not part of the Contractor's own survey crew. The work of the Independent Surveyor must hold a California certification for hydrographic surveying and/or be licensed as a California Professional Surveyor.

- F. **Public Safety and Site Closure Plan:** The Site is within a public marina and adjacent to public access. The Contractor shall submit a Public Safety and Site Closure Plan no more than seven (7) calendar days after NTP, separate from the HASP. After it is submitted to the City, the Public Safety and Site Closure Plan shall be maintained at the Site at all times during the work. At a minimum, the Public Safety Plan shall contain detailed measures and proposed locations for safety and protection features such as signs, barricades, flaggers, or similar, to protect the public from potential safety hazards associated with dredging equipment and operations, as well as the Contractors plan for closing vessel access into Dredge Areas B and C. Note that the City will close parking lots connected to the active dredge area when feasible.
- G. **Project Labor Agreement:** Per City of Pittsburg Resolution 18-13546, this project may be subject to a Project Stabilization Agreement (PSA) and Side Letter in accordance with the City of Pittsburg Local Purchasing Policy. The PSA and Side Letter have been provided for reference in this bid package.
- H. **Environmental Protection and Monitoring Plan:** The Contractor shall prepare and submit an Environmental Protection and Monitoring Plan no more than seven (7) calendar days after the NTP. After it is accepted by the City, the Environmental Protection and Monitoring Plan shall be maintained at the Site at all times during completion of the work. At a minimum, it shall contain the following:
1. Methods that will be used to monitor the scows for uncontrolled leakage during loading and in-water transport of dredged sediment. If leakage is evidenced, however minor, the operations shall be terminated and not restarted until repairs, satisfactory to the City, are made.
  2. Methods for preventing polluted runoff from dredge plant and other equipment from entering local waterbodies.
  3. A Spill Prevention Control and Countermeasures (SPCC) section that includes but is not limited to the following:
    - a. Identification of construction-planning elements and potential spill sources at the Site.
    - b. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the City in addition to the legally required federal, state, and local reporting channels (including but not limited to the National Response Center at 1-800-424-8802) if a reportable quantity spill occurs. The SPCC section shall contain a list of the required reporting channels and current telephone numbers.
    - c. An outline of response actions in the event of a spill or release, and identification of notification and reporting procedures.

- d. An outline of measures that will be taken by the Contractor to prevent the release or spread of hazardous materials (either found on site or encountered during construction, including any that are not identified in Contract Documents) or any hazardous materials that the Contractor stores, uses, or generates on the construction site during construction activities. These items include, but are not limited to, gasoline, oils, and chemicals.
- e. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- f. A requirement that the Contractor maintain at the job site the applicable equipment and material designated in the SPCC section. Hazardous materials are defined by the State of California in California Code of Regulations Title 22, Division 4.5.

#### 1.04 SUBMITTALS DURING CONSTRUCTION

- A. Weekly Progress Surveys: See Section 35 20 30 of these specifications for requirements.
- B. Dredge Area Advancement Requests: The Contractor shall provide the City with a written request to advance to the next Dredge Area, if multiple Dredge Areas are awarded, as described in Section 35 01 00, Article 3.12 of these specifications. The written request must be submitted to the City no less than two (2) week prior to the proposed advancement date.
- C. Quality Control (QC) Reports: The Contractor shall submit QC reports daily to the City no later than noon on the following working day for the day of work reported. Each QC report shall include the following information regarding the work performed that day (12:00 a.m. to 11:59 p.m.), at a minimum:
  1. Start time and end time of daily shift.
  2. The names and titles of all crew and visitors on site during the shift.
  3. The dimensions of the area dredged that day (and to date), including a reference map indicating the dredge area (hatched, shaded, or similar).
  4. The elevation of dredging achieved.
  5. For each haul barge (scow) load, the scow name, start time of scow loading, end time of scow loading, estimated volume in scow, time scow left the Site for placement and the time placement occurred.
  6. An estimate of the total volume dredged that day and total project volume dredged to date.
  7. A summary of other significant details of the work, including, but not limited to, weather, health and safety incidents, notable spills, equipment maintenance, notable debris, and scheduled down-time.



8. Full description of any incidents or notable occurrences.
  9. Contractor shall include other reporting requirements per the permits.
  10. A QC report shall be completed each day the Contractor's dredge plant is on Site, whether or not it is working.
- D. Disposal Site Verifications Logs: See Section 35 01 00, Article 1.02 of these specifications for requirements.
- E. Vessel Traffic Control Log: The Contractor shall submit the Vessel Traffic Control Log to the City on a weekly basis.

### **1.05 SUBMITTALS POST CONSTRUCTION**

- A. Post-Dredge Survey: See Section 35 20 30 of these specifications for requirements, including submission schedule.

### **1.06 INHERENT DELAYS**

- A. The City will clear the active Dredge Area of vessels to minimize potential delays to the dredging work. However, the Pittsburg Marina is an active marina, and recreational and commercial use shall take precedence over the Contractor's activities. In the event that a vessel is moored in the middle of a required dredge area, the Contractor shall immediately notify the City. The Contractor may not leave that area un-dredged unless the City provided written instruction to do so.
- B. The Contractor shall anticipate inherent delays while conducting dredging and placement operations. Examples of inherent delays may include implementation of required avoidance measures to control turbidity (See Section 35 01 00, Article 3.03, B), safely accommodating recreational or commercial vessel traffic within Dredge Area A, within the surrounding area of the Site, or along dredged sediment placement transport routes. The Contractor will be responsible for closing off Dredge Area B and Dredge Area C to the public, in compliance with the Contractors submitted and approved Public Safety and Site Closure Plan (see Section 01 11 00, Article 1.03.F). Inherent delays may also include, but not be limited to, repositioning of dredging equipment, delays caused by surveying, and weather delays. No additional compensation will be provided for inherent delays.

### **1.07 WORK RESTRICTIONS**

- A. Equipment: Dredging shall be performed using mechanical dredging equipment. Dredged sediment transport to the placement site shall be accomplished using waterborne vessels. No on-site stockpiling or trucking will be permitted.
- B. Schedule: All dredging and placement activities shall occur between the approved in-water work window of August 1 and November 30, per the permits.

- C. Working Hours: The Contractor's standard allowable working hours shall be no earlier than 30 minutes after sunrise and no later than 30 minutes before sunset, per the California Department of Fish and Wildlife requirements. Working hours are subject to change by the City. All work must be performed Monday through Saturday. No Sunday work will be permitted. No holiday work will be permitted, unless approved in advance by the City.
- D. Vessel Mooring: At the end of each working day, the Contractor shall position its equipment and scows as directed by the City to avoid or minimize interference with marina traffic.
- E. Access: Contractor access shall be established in a pre-construction walk-through with the City.
- F. Parking: Parking for the Contractor's employee vehicles shall be confined to the location designated by the City.

#### 1.08 PERMITS, APPROVALS, AND NOTIFICATIONS

- A. Dredging Permits: The City has obtained permits from the following agencies for dredging and placement of sediment from the Site: USACE, the Regional Water Quality Control Board, the California Department of Fish and Wildlife, and the Bay Conservation and Development Commission (for placement site use only). All permits are contained in the Appendix. The Contractor shall comply with all conditions of the project permits.
- B. California State Lands Commission (CSLC): This project does not require a lease from CSLC; however, CSLC has been notified of this project and requires that sediment dredged from this project not be sold for monetary profit.
- C. U.S. Coast Guard: The Contractor shall comply with the USCG requirements for safe boating and other navigational operations while performing the work within San Francisco Bay or any other area where the USCG has jurisdiction, including displaying the proper signals during daytime operations. The Contractor shall comply with all permit conditions regarding participation in the USCG's Vessel Traffic Control Service.

If the Contractor is required to relocate a navigational buoy to complete the work, this relocation shall be included in the Contractor's Notice to Mariners required by the USACE permit. Each buoy shall be replaced in the original location from which it was removed prior to the work.

- D. Contractor's Permits and Licenses: The Contractor shall be responsible for securing and paying for all additional permits and licenses required for operation of equipment, floating or otherwise.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**PART 4 – MEASUREMENT AND PAYMENT (NOT USED)**

**END OF SECTION**

**SECTION 01 71 13**  
**MOBILIZATION AND DEMOBILIZATION**

**PART 1 – GENERAL**

**1.01 WORK INCLUDED**

- A. The work under this section specifically consists of the following Bid Items:
  - 1. Base Bid Item 01: Mobilization and Demobilization
  - 2. Optional Additive Bid Item 06: Mobilization and Demobilization of Additional Equipment for Sediment Transport to MWRP
- B. The work under this section consists of all requirements and services necessary to mobilize and demobilize dredging equipment and associated labor effort for maintenance dredging of all awarded Dredge Areas. It is assumed that, if Optional Additive Bid Items or the Alternate Optional Bid Item are awarded, the work at each Dredge Area will be performed consecutively and the Contractor will not demobilize and remobilize.
- C. Mobilization shall include preparatory work including, but not limited to, work necessary for the mobilizing and furnishing equipment at the Site; equipment, materials, supplies, and incidentals necessary for the work to be performed; cost for pre-paid bonds and insurances; preparation and submission of all required pre-construction documentation; full-time provision of the Contractor's superintendent at the Site; verification of the existing conditions before starting work at the Site; and posting of all Occupational Safety and Health Administration-required notices and establishment of safety programs.
- D. Demobilization shall consist of all work required to prepare the Contractor's dredging plant and equipment for transfer and removing all dredging plant, equipment, associated labor, and unused supplies, including project signs, and incidentals from the Site at the completion of work, including the cleanup and restoration of all land-based staging areas used in the execution of the work.

**1.02 REQUIREMENTS**

- A. The Contractor's dredging plant and equipment to be used in performing the work shall be of sufficient size and efficiency to achieve the project objectives (see Section 01 11 00 of these specifications) and shall be subject to acceptance by the City. Equipment efficiency must take into account the provided sediment types within the Dredge Template (see Section 35 01 00, Article 1.03 F and the Appendix regarding grain size and core logs). All floating equipment and vessels shall be certified as sea-worthy by the USCG prior to mobilization to the Site.

- B. The Contractor's dredging plant, equipment, labor, and materials shall not be removed from the Site prior to completion of all awarded Dredge Areas without the written permission from the City.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**PART 4 – MEASUREMENT AND PAYMENT**

**4.01 MEASUREMENT**

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

**4.02 PAYMENT**

- A. Payment will be made at the Contract lump sum price awarded for each awarded bid item in accordance with the following breakdown:
  - 1. Fifty (50) percent of the lump sum price will be paid upon completion of mobilization at the Site and the start of dredging work, as approved by the City.
  - 2. The remaining fifty (50) percent will be paid upon completion of demobilization, as approved by the City.
- B. The lump sum price shall be considered full compensation for mobilization, demobilization, final cleanup of the Site after completion and acceptance of all work, and other items relevant to this project and not specifically included in the other Bid Items.

**END OF SECTION**

**SECTION 35 01 00**  
**DREDGING AND PLACEMENT**

**PART 1 – GENERAL**

**1.01 WORK INCLUDED**

- A. The work under this section specifically consists of the following Bid Items:
1. Base Bid Item 02: Maintenance Dredging of Dredge Area A (Basin III) with Placement at SF-9
  2. Optional Additive Bid Item 04: Maintenance Dredging of Dredge Area B (Launch Ramp) with Placement at SF-9
  3. Optional Additive Bid Item 07: Maintenance Dredging of Dredge Area C (Residential Channel) with Placement at MWRP (Cover)
  4. Optional Additive Bid Item 08: Maintenance Dredging of Dredge Area C (Residential Channel) with Placement at SF-9
- B. The work under this section consists of all labor, materials, tools, equipment, insurance, licenses, transportation, and any related services necessary for maintenance dredging in Dredge Area A and, if awarded, Dredge Area B and/or Dredge Area C, and approved placement of sediment, as described in the Contract Documents, and as described herein.
- C. Dredging with transport and placement shall include mechanical dredging of the Dredge Area to achieve the Required Dredge Elevation as indicated in the Contract Documents, as well as transport and placement of dredged sediment to SF-9 and, if awarded, MWRP as cover sediment. All dredging and dredged sediment transport shall be accomplished using mechanical, waterborne equipment. No hydraulic cutter-suction dredging or trucking of dredged sediment will be permitted. Ancillary work includes provision for the worksite health and safety, environmental protection, and controls to meet all permit conditions, implementation of quality control pursuant to the specifications, and protection of existing structures.
- D. All dredging and placement work shall be in accordance with the health and safety, and public safety requirements described in the Contract Documents, regulatory permits, and the Contractor's HASP and Public Safety Plan. See Section 01 11 00 of these specifications for health and safety and public safety requirements and submittals.
- E. The Contractor shall perform all dredging and placement work in accordance with the environmental protection and monitoring requirements described in the Contract Documents, regulatory permits, and the Contractor's Environmental Protection and

Monitoring Plan. See Section 01 11 00 of these specifications for environmental protection and monitoring requirements and submittals.

- F. The Drawings indicate site conditions at the time the referenced hydrographic survey was completed; however, the Contractor shall dredge and remove sediment to achieve the project objective (as defined in Section 01 11 00, Article 1.01 of these specifications) if conditions at time of dredging have changed.
1. The bathymetry shown on the Drawings is based on a survey performed in July 2022.
  2. There are several small and localized areas within the Dredge Template that do not have current bathymetry due to obstructions at the time of hydrographic surveying. These areas are identified in the Drawings within Basin III and the Launch Ramp at the Guest Floating Dock. These areas are within the required Dredge Footprint, and volume associated with these areas has been estimated by interpolating adjacent hydrographic survey data for the purpose of presenting bid volumes. The volume within these interpolated areas must be surveyed in the Pre- and Post-Dredge hydrographic surveys for payment, otherwise the City and the Contractor will collaborate on a reasonable method to estimate volume, in the opinion of the City. It is anticipated that the volume from the interpolated areas consists of less than 3% of the total payable volume.

## 1.02 DREDGING SUBMITTALS

- A. In addition to the submittals described in Section 01 11 00, Article 1.03 of these specifications, the Contractor shall submit the following to the City, as required by USACE for issuance of an Authorization to Dredge (ATD), within seven (7) working days following NTP. Each submittal shall include the USACE permit number, episode number, and all other requirements as noted in the USACE permit. The City will review and forward documents to USACE for final acceptance. Dredging shall not commence until USACE issues an ATD letter.
1. Dredging Operations Plan (DOP): The DOP shall address all requirements as noted in the USACE permit. Any changes to the DOP made after its acceptance by the agencies shall be submitted to the City and the changes may not be implemented until the City has issued for written acceptance. The DOP shall include, but not be limited to, the following items:
    - a. USACE permit and other applicable permit numbers. (A copy of all dredging permits is contained in the appendices of these specifications.)
    - b. Episode number as provided by the City.
    - c. The Contractor's business name, telephone number, dredging site representatives, and emergency contact phone numbers.
    - d. Anticipated dredging and placement schedule. A construction schedule shall be prepared in Gantt chart format, identifying all major milestones and completion date.

- e. Proposed equipment and method of dredging. The equipment description shall contain, at a minimum, the type, name or number, capacity, overall dimensions, radio call signs, and other relevant specifications as may be required by permit conditions. The anticipated average daily dredging production rate shall be described.
  - f. Anticipated daily placement rate at proposed dredged sediment placement site(s).
  - g. Description of the proposed use of either a silt curtain or an environmental bucket (See Article 3.03, B of this Section).
  - h. The method and equipment used to transport the dredged sediment to the dredged sediment placement site, and the method of offloading or disposing of the sediment.
  - i. The method and equipment to be used for positioning control of the dredge and scow(s) for sediment placement at SF-9 and, if awarded, MWRP as cover sediment, indicating how horizontal and vertical positioning control will be maintained during dredging operations, and how horizontal control will be maintained during placement operations.
  - j. Documentation of quality control procedures, including samples of daily and weekly forms, reports, and submittals.
  - k. Security and safety methods to keep the public away from and clear of all dredging and placement activities, including compliance with appropriate USCG rules.
  - l. Location of all buoys and lights to be used by the Contractor.
  - m. A copy of the Notice to Mariners.
  - n. All other information required by USACE for approval of the DOP.
2. Solid Debris Management Plan: This plan shall be submitted to the City with the DOP. It shall address all requirements as noted in the USACE permit, including but not limited to the following:
- a. USACE permit number.
  - b. Episode number.
  - c. Source and expected type of debris, including anticipated Incidental Debris associated with dredging activities.
  - d. Debris retrieval and separation method.
  - e. Debris disposal method and the name, location, permit status, hauling and offloading plan describing how debris will be transported from the Site to the landfill or recycling center, and any other relevant information for the proposed disposal of debris. Debris must be removed from the Site using waterborne



equipment. No debris stockpiling, offloading, or trucking will be permitted at the Site, unless prior acceptance is given by the City.

- f. Debris containment method to be used, if floatable debris is involved, including containment boom design, installation, maintenance, and operations.
3. Notices of Commencement and Completion of Work: The Contractor shall submit a Notice of Commencement of Work and a Notice of Completion of Work to USACE, as required in the USACE permit.
4. Disposal Site Verification Log: For placement of sediment at SF-9, the Contractor shall maintain a daily Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to USACE and the City. The Contractor shall follow all procedures for this submittal as outlined in the USACE permit.

### 1.03 EXISTING SITE CONDITIONS

- A. Prior to submitting a Bid, the Contractor shall undertake the following:
  1. The Contractor shall conduct a Site inspection and be responsible for reviewing all the Contract Documents, including reference documents and appendices, and making an independent assessment of the conditions affecting the work. A mandatory Pre-Bid Conference will be held for all interested bidders, during which time guided pedestrian access will be provided for viewing Dredge Area C. See the Advertisement for Bids to find information regarding the Pre-Bid Conference.
  2. The Contractor shall satisfy itself as to the nature and location of the work; the general and local conditions, particularly those bearing upon equipment access, availability of transportation, placement, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather or similar physical conditions at the Site; the conditions of the ground; the character of facilities needed during the work; and all other matters that can in any way affect the work or the cost thereof under this Contract.
  3. The Contractor further shall satisfy itself as to the character, quality, and quantity of surface and subsurface sediment to be encountered, based on inspection of the Site, any exploratory work done by the City, and information presented by the Contract Documents. Any failure by the Contractor to acquaint itself with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- B. Although not anticipated within the Dredge Area(s), the Contractor may encounter underground obstructions such as utility lines, concrete foundations, pilings, misplaced rock, and/or debris. No extra payment will be allowed for removal, replacement, repair, or possible increased cost caused by such underground obstructions generally considered inherent to maintenance dredging. Any such lines or obstructions indicated on the Drawings show only

the approximate location and shall be verified in the field by the Contractor. The City will endeavor to familiarize the Contractor with all known underground obstructions, but this shall not relieve the Contractor from full responsibility to anticipate and locate all underground obstructions. The Contractor shall promptly (by the end of the day's shift) notify the City in writing of subsurface conditions at the Site that materially differ from those ordinarily encountered during maintenance dredging work, or as presented in the Contract Documents. The City will promptly investigate the conditions. If the City determines that the subsurface conditions do materially differ and cause an increase or decrease in the cost or time required for performance of the work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order. Any Contractor claims will only be considered if the Contractor has given the required written notice, and if the City determines the Contractor has provided sufficient facts to justify the claims. No claims will be considered after final payment is made.

- C. The Contractor shall take extreme care during completion of dredging activities to avoid damaging the adjacent shoreline rock revetments, sheet pile walls, piles, floating docks, and other structures inside and around the perimeter of the Dredge Area. Any damage caused to this structure by the Contractor's equipment, negligence, or Excessive Dredging shall be repaired to pre-project conditions by the Contractor with no additional compensation from the City. All repairs must be made prior to completion of the Contract.
- D. Rocks may have migrated from the adjacent shoreline rock revetment into the Dredge Area and may be encountered either at or below the current mudline within the required dredging area. If rocks are encountered, the City must be notified by the end of that day's shift. Rocks that can be removed using the Contractor's dredging equipment are considered incidental to the work and do not constitute a change in character of the work. If rocks or other hard materials are encountered that cannot be removed by the Contractor's dredging equipment, and are required to be removed by the City, any equitable adjustment in Contractor time and price shall be made in accordance the General Conditions.
- E. There are floating docks located in Dredge Area A (Basin III) that have dock covers. The Contractor shall inspect the site prior to submitting a Bid to determine the necessary equipment needed to dredge inside the slips. See the Drawings for photographs of some of the dock covers.
- F. Available grain size information and core logs from dredged sediment samples are included in the Appendix. Results of these investigations may be used as a general guide for classifying sediment and determining necessary equipment type for penetrating to the Required Dredge Elevation for the intended purposes but should not be relied upon to provide a complete and total representation of the subsurface conditions. The Contractor shall make its own interpretation and conclusions on the information presented in the investigation. These records indicate the following:

1. Dredge Area A (Basin III) – Sampled and tested in 2021. Composite sediment sample consisted primarily of fine-grained materials (94.3% silt and clay).
2. Dredge Area B (Launch Ramp) – Sampled and tested in 2019. Composite sediment sample consisted primarily of fine-grained materials (81.0% silt and clay).
3. Dredge Area C (Residential Channel) – Sampled and tested in 2023. Composite sediment samples consisted primarily of sand (ranging from 50.9% to 71%). Attention is directed to cores in Dredge Area C that may include native sediment within the Pay and Non-Pay Overdredge.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. The Contractor shall remove sediment within the required dredging limits as described in the Contract Documents to achieve the project objective.
- B. Dredging outside of the Dredge Template is considered Excessive Dredging and will not be paid for and may require corrective action as directed by the City. All corrective actions or fines as a result of the Contractor's Excessive Dredging shall be at the Contractor's sole expense.
- C. The Contractor shall maintain public safety measures at all times during completion of dredging activities, in compliance with the approved Public Safety Plan, including signs, barricades, flaggers, and so on. The Contractor shall notify the City at least twenty-four (24) hours prior to dredging adjacent to a public area so the City can set up pedestrian barricades.

### **3.02 PHASING OF DREDGING WORK**

- A. The City will direct the Contractor as to the phasing for dredging of Dredge Areas if one or both Optional Additive Dredge Areas are awarded. If Dredge Area C (Residential Channel) is awarded, the Contractor will be permitted to dredge in Dredge Area C immediately after dredging Dredge Area A because they are contiguous.

### **3.03 EQUIPMENT**

- A. Dredging and in-water placement shall be performed using waterborne mechanical dredging and scow transport methods.
- B. The Contractor must use one of the following avoidance measures for all dredging work to control turbidity (per the Streambed Alteration Agreement, See Appendix):
  1. An environmental (sealed) bucket for all dredging work; or

2. A silt curtain containing the active dredging area.

Contractor's attention is directed to the grain size and core log information in the Appendix for locations of when planning for use of the environmental bucket.

- C. The Contractor shall use spuds to anchor and control the position of its equipment during dredging. Anchors, chains, lines, cables, and similar equipment are not permitted because they have the potential to interfere with or cause damage to passing vessels and existing structures.
- D. The Contractor's floating dredging and placement equipment must be certified as seaworthy by the USCG prior to mobilization on the Site and must be maintained in working order during the project.
- E. The Contractor shall furnish, maintain, and operate all dredging and placement equipment of sufficient size and type to efficiently remove the dredged sediment to achieve the project objectives (e.g., completion date of November 30, 2023) in a lawful manner.
- F. The dredging plant, equipment, labor, and materials shall not be removed from the Site prior to completion and acceptance of the Contract work without written permission from the City.
- G. The Contractor shall observe all applicable State of California standards and regulations regarding air quality emissions and fueling of the dredge and attendant plant.
- H. All equipment shall be subject to the acceptance of the City.
- I. The Contractor shall provide a positioning system for horizontal and vertical control capable of functioning during all waterborne activity hours. The Contractor shall establish and maintain all survey monuments, shore stations, equipment sensors, and control points necessary to operate a waterborne positioning system.

### **3.04 DREDGING TEMPLATE**

- A. Sediment shall be dredged within the Dredge Area as shown on the Drawings and as described below to achieve the project objective.
  1. Dredge Template: As defined in Section 01 11 00, Article 1.02. Dredging shall be completed to the lines and elevations indicated in the Contract Documents. No dredging shall occur outside the Dredge Template for each Dredge Area. Electronic files of the Dredge Footprint for each awarded Dredge Area will be provided to the Contractor for awarded Dredge Areas, however the Contractor must complete a pre-dredging site walk-through with the City to confirm dredging extents in the event that the electronic file does not exactly align with existing structures. The Side Slopes will not be included in the electronic files with the Dredge Footprint.
  2. Offsets: Offsets are required from existing features to avoid damage or slope failure. Contractor must identify the required offset in each Dredge Area as shown in the

Drawings and ensure that dredging does not occur within the minimum required offset at any time. Further information for offset measurement is described in specification Section 35 20 30.

3. Allowable Overdredge: Overdredging to the Non-Pay Overdredge Elevation, which is the maximum overdredge elevation permitted at an elevation of two (2) feet below the Required Dredge Elevation, will be permitted only in areas where material is currently above the Required Dredge Elevation. The first foot of material removed below the Required Dredge Elevation (to the Pay Overdredge Elevation) will be measured and paid for at the Contract unit price. The second foot of material removed below the Required Dredge Elevation (to the Non-Pay Overdredge Elevation) is allowable but will not be paid. Dredging is not permitted below the Non-Pay Overdredge Elevation.
4. Side Slopes: Side Slopes will naturally form around the dredge cut as sediment sloughs adjacent to vertical dredge cuts to attain a natural angle of repose. The Contractor is not required to dredge the Side Slopes, however the Contractor is required to remove Slough Material that falls into the Dredge Footprint if that sediment protrudes above the Required Dredge Elevation. Slough Material that is removed is payable only above the Side Slope pay limit depicted on the Drawings at a slope of 3 horizontal to 1 vertical, except where indicated in Basin III (Dredge Area A) adjacent to the sheet pile wall where no payment for Side Slope is allowed. Side slopes do not include Pay Overdredge. The Side Slope pay limit may not be the final natural angle of repose encountered during dredging. Side Slopes sloughing shall not be the basis for claims against the City, including but not limited to additional sediment required to be removed if the natural angle of repose is shallower than the Side Slope pay limit.
5. Under Floating Docks:
  - a. Dredge Area A (Basin III): The Contractor must dig the entire area, including dredging the entire slip at each dock, however the Contractor is not required to dig under the floating docks. If digging is performed under the floating docks, the Contractor will be compensated for sediment removed at the contracted unit rate for that Dredge Area. However, the sediment must be removed in a uniform fashion (i.e., the final elevation under the floating docks must be level to within 0.5 foot) or the City may require additional sediment removal before the area is accepted as final.
  - b. Dredge Area B (Launch Ramp): If this Dredge Area is awarded, the Contractor is required to dig under the Launch Ramp floating docks to the extent possible and the sediment must be removed in a uniform fashion (i.e., the final elevation under the Launch Ramp floating docks must be level to within 0.5 foot) or the City may require additional sediment removal before the area is accepted as final.

The Guest Floating Dock near the Launch Ramp will be removed and Contractor is required to dredge within the Dredge Footprint as shown in the Drawings.

- c. Dredge Area C (Residential Channel): If this Dredge Area is awarded, the Contractor must limit dredging to the channel Dredge Footprint only. No dredging under floating docks is permitted.

### **3.05 DREDGING OPERATIONS**

- A. The Contractor shall notify the City no less than ten (10) days prior to the start of any dredging activities to allow time for vessel movement. Dredging shall not start until the City approves the start date.
- B. Each work-day, the Contractor shall contact the City at the beginning or end of each shift to review upcoming and completed work. The City will designate one representative that will coordinate directly with the Contractor to establish a routine meeting time.
- C. The Contractor must allow for a City-provided biologist to inspect each scow prior to leaving the site for placement to monitor for entrained species. See the Streambed Alteration Agreement for more information.
- D. The Contractor and City shall jointly conduct a pre-construction Site walk-through prior to start of dredging activities to observe and document the existing site conditions and confirm extents of dredging as they pertain to offsets from existing site features. Observations shall include the sheet pile wall and piles, boat launch, rock revetment and top of adjacent banks, dock covers, floating docks, fender systems, pilings and anchoring lines, or other facilities adjacent to their work areas. Existing conditions, existing damage, and modification or clarifications of the required Dredge Template shall be documented and photographed by both parties.
- E. The Contractor shall protect all facilities from damage during completion of any work. The Contractor shall notify the City of any damage that occurs due to the Contractor's actions or negligence, and repair or replace damaged items to the satisfaction of the City at no additional expense to City. All repairs must be made prior to completion of the Contract.
- F. The marina must remain fully operational, and the Contractor must conduct work in such a manner to minimize interference with marina operations. The Contractor must not block channels (with the exception of silt curtains, if used) and must allow boat traffic to continue with minimal interruptions. The Contractor must coordinate with the City on a daily basis to inform the City of planned activities for a three (3)-day rolling window. The Contractor must account for these potential inherent delays in its construction sequencing, schedule, and cost.
- G. The Contractor must observe the rules and regulations of the State of California and agencies of the U.S. Government prohibiting pollution of the waters of the Bay caused by dumping refuse, rubbish, debris, and so on, in Bay water.

- H. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any materials, machinery, or appliances that are declared by the USCG or USACE to be dangerous to or obstruct navigation, the Contractor shall immediately recover and remove same, without expense to the City. The Contractor shall give immediate notice with description and location of such obstructions to the City.
- I. All dredging and placement operations shall be in compliance with all Contractor-prepared and City-approved submittals required by these specifications.

### **3.06 DEBRIS GRID**

- A. As required by USACE, all dredged sediment must be passed through a debris grid (grizzly) with a maximum opening size of 12 inches by 12 inches that will cover the entire loading area of the scow. Everything that does not pass through the grid will be considered solid debris and shall be disposed at an offsite disposal facility approved by the City. All debris shall be removed from the grid approximately every 8 hours.

### **3.07 PLACEMENT OF DREDGED SEDIMENT**

- A. Unless directed otherwise by the City, the Contractor shall place all dredged sediment as described in the approved DOP. Any deviation from this plan must be approved by the City in advance.
- B. Stockpiling of dredged sediment or Incidental Debris at the Site or hauling of the sediment or debris via trucks from the Site is not permitted. All sediment and debris must be transported from the Site via floating scows (barges).
- C. The Contractor becomes the owner of, and is responsible for, dredged sediment and debris once it is dredged to be loaded on a scow for transport.
- D. The dredge bucket shall remain closed during hoisting and swinging to avoid spillage and leakage from the bucket.
- E. The Contractor must comply with all permit conditions regarding scow overflow restriction requirements as included in the USACE permit. No overflow is permitted with the exception of spillage incidental to mechanical dredging operations.
- F. Any dredged sediment that spills, sloughs, or is lost from the scow at any time while loading, transporting, or offloading may be subject to corrective action as directed by the City and/or the regulatory agencies, at the Contractor's sole expense.
- G. All rubbish, garbage, and other discarded materials resulting from dredging and placement operations shall be retained in containers until removed by the Contractor for proper upland placement. All chemical waste, such as oil and grease, shall be retained by the Contractor in special tanks until properly disposed of at a permitted upland placement facility that can

accept such waste, at no additional cost to the City. Handling, transport, and placement of all non-sediment materials is incidental to the work for dredging and placement.

### **3.08 PROTECTION OF EXISTING STRUCTURES**

- A. The Contractor shall protect all in-water and upland facilities from damage during dredging and placement. The Contractor shall use great care to avoid existing structures when dredging in slips and near floating docks to avoid damaging the floats and guide piles.
- B. The Contractor shall use great care to not conduct Excessive Dredging adjacent to existing structures, including, but not limited to, existing piles, floats, breakwater, and slope protection features. Excessive dredging may result in unstable slope conditions adjacent to or at the toe of structures.
- C. If damage to existing in-water or upland structures occurs, the Contractor shall verbally notify the City immediately and confirm in writing within 24 hours. The Contractor shall restore damage by repairing or replacing damaged items to the satisfaction of the City, at no additional cost to the City.
- D. If the Contractor believes that dredging within the contracted Dredge Areas is likely to damage existing structures, the Contractor shall bring such concerns to the immediate attention of the City in order to determine alternative actions or methods.
- E. The Contractor shall field verify the location of all existing guide piles within the contracted Dredge Areas.

### **3.09 POSITIONING CONTROL**

- A. The Contractor shall provide and maintain its own horizontal control system to ensure that no work will be performed outside the designated Dredge Area. The Contractor shall also install and maintain its own vertical control system, including use of tide gauges, to control the dredging operations.

### **3.10 EQUIPMENT BERTHING**

- A. The City will provide free berthing for the Contractor's floating equipment during the period of dredging between August 1 and November 30. All arrangements regarding the availability and location of such berthing areas shall be made through the City.
- B. Any damage to the fenders, substructure, pilings, bollards, pier deck, or other harbor facilities resulting from the Contractor's berthing activities shall be repaired by the Contractor immediately and at no cost to the City. The City may withhold progress payment to cover the cost of such repair if it is not completed within a reasonable time to the satisfaction of the City. The Contractor must notify the City within twenty-four (24) hours if any damage to these structures occurs caused by the Contractor's actions.



### **3.11 SITE CLEANUP**

- A. At the conclusion of each work day, the Contractor shall clean off all floats, boats, gangways, and street areas and leave such facilities in the same condition as they were at the start of work.
- B. During the dredging operations, the Contractor shall take all necessary measures to protect all boats in the vicinity of the work area. At no time shall the Contractor touch or modify the boats. If any of the dredged sediment is dropped or splashed on any boat, the Contractor shall immediately contact the City. The Contractor will be responsible for the costs for and required repairs and/or cleaning of boats due to the Contractor's work.
- C. Upon completion of the work, but not until final acceptance by the City, the Contractor shall perform final cleanup of the site, which includes all final inspections, repairs to any damage as directed by the City, and removal of dredging plant and associated equipment. The Contractor shall leave the Site in the same condition or better than it was prior to mobilization.

### **3.12 INSPECTION**

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

### **3.13 ADVANCEMENT TO A SUBSEQUENT DREDGE AREA (ASSUMED AWARD OF OPTIONAL ADDITIVE BID ITEM OR ITEMS)**

- A. The Contractor shall provide the City with a written request to advance to the next dock Dredge Area, if the Optional Additive Bid Item or Items are awarded, no less than ten (10) days prior to the actual date of advancement. This will assist the City with planning for temporary relocation of vessels. The City will coordinate all activities for the relocation of vessels within a work area.
- B. The Contractor shall communicate daily with the City and provide additional written notice to the City no later than three (3) calendar days prior to the completion of a Dredge Area.

- C. The Contractor may not advance to a subsequent Dredge Area until the City has reviewed the Post-Dredge Survey and approved the Dredge Area as complete.

### **3.14 FINAL EXAMINATION AND ACCEPTANCE**

- A. If the Post-Dredge Survey indicates that any of the required Dredge Area has not met the Required Dredge Elevation and/or required extents of dredging, in accordance with the Contract Documents, and the City has determined that the Contractor's dredging has not achieved the project objectives, the Contractor must take corrective action to complete the required work as directed by the City.
- B. Final acceptance will be provided after the City has determined that the project objective was achieved, demobilization is completed as described herein, and all required submittals have been received and approved by the City.
- C. If the City does not provide Final acceptance because the Contractor has not met the project objective by the end of the in-water work window, then the Contractor will be required to remobilize in August 2024 and continue dredging to the City's satisfaction. If this occurs, all costs for additional mobilization, demobilization and surveying will be the Contractor's responsibility. The Contractor will be paid at the Contract unit rate for sediment dredged in 2024.

## **PART 4 – MEASUREMENT AND PAYMENT**

### **4.01 MEASUREMENT**

- A. All incidental work required to complete required dredging and placement, including, but not limited to, quality control, environmental protection, debris management, and health and safety, shall be included in the unit price for the Dredging and Placement Bid Items.
- B. The portion of the Dredge Area determined to be in compliance with the Contract requirements, or as deemed complete at the discretion of the City, will be measured for payment. Measurement for payment will include all sediment removed within the limits of dredging, including the Pay Overdredge Elevation and sediment that has sloughed from the Side Slope pay limit, pursuant to the in situ cubic yardage measured by the difference between the Pre- and Post-Dredge Surveys.
- C. The Contractor shall achieve the Required Dredge Elevation in all entrance areas, open-water areas, fairways, and slips of an awarded Dredge Area for that Dredge Area to be accepted as complete. In Dredge Area A (Basin III) and under the floating launch ramp docks in Dredge Area B (Launch Ramp), if sediment under floating docks is removed, the removed material will be paid for at the contracted unit rate for that Dredge Area. All dredged sediment must be removed from the site and disposed of at SF-9. The City will compare the Pre- and Post-Dredge surveys to confirm that no sediment was placed under the marginal walks and main walks from the entrance areas, fairways, and berths, or outside of the Dredge Template.

- D. Payment for dredging and placement will be at the Contract unit rate. Work includes setting up dredging equipment, dredging, disposing of dredged sediment, removal, cleanup, and all related and incidental work and all activities as specified herein.

#### **4.02 PAYMENT**

- A. Measurement for progress payment will be made after confirmation by the City that all required dredging for the Dredge Area of which the payment request is made is deemed complete, at the City's discretion, and all Contractor submittals related to the area in question have been received and approved by the City. Measurement for progress payments will be made using a combination of Weekly Progress Surveys and Disposal Site Verification Logs.
- B. Progress payment for dredging work performed in each awarded Dredge Area, where a Post-Dredge Survey has not yet been completed, may be invoiced for up to seventy-five (75) percent of the total dredge pay volume available, as estimated from the Pre-Dredge Survey.
- C. Measurement for the final total Pay Volume will be made by comparing the dredging template (for payable volume) of the Pre- and Post- Dredge Surveys.
- D. Measurement for final payment will be made only after the City's verification that all required dredging for the contracted Dredge Area(s) is complete, at the City's discretion for acceptance, by review of the Pre- and Post- Dredge Surveys. If the work has not been satisfactorily completed, the Contractor shall resume dredging to correct the condition, and another Post-Dredge Survey will be performed by the third-party surveyor. The costs of additional Post-Dredge Surveys resulting from the Contractor's failure to properly complete the Work will be the responsibility of the Contractor.
- E. To achieve Final Completion, all Contractor submittals must be received and approved by the City, and all demobilization work must be completed and accepted by the City. Once Final Completion is achieved, final payment will be made to the Contractor, and will include the unit rate payment for remainder of volume that has not been paid for in progress payments, final lump sum payment for demobilization, and all retained funds.

#### **END OF SECTION**

**SECTION 35 20 30**  
**DREDGING SURVEY AND VOLUME CALCULATIONS**

**PART 1 – GENERAL**

**1.01 WORK INCLUDED**

- A. Work under this section specifically consists of the following Bid Items:
  - 1. Base Bid Item 03: Hydrographic Surveying of Dredge Area A (Basin III)
  - 2. Optional Additive Bid Item 05: Hydrographic Surveying of Dredge Area B (Launch Ramp)
  - 3. Optional Additive Bid Item 09: Hydrographic Surveying of Dredge Area C (Residential Channel)
- B. The work under this section includes furnishing all labor, materials, tools, equipment, and incidentals required for surveying in support of the overall project as described in the Contract Documents and in these specifications.

**1.02 DESCRIPTION**

- A. The Contractor is required to perform the following surveys as part of this work for each awarded Bid Item for surveying:
  - 1. Weekly Progress Surveys: Bathymetric surveys conducted by the Contractor on no less than a weekly basis throughout the dredging work duration, each encompassing the area of most recent dredging. Weekly Progress Surveys will be used by the City to assess the adequacy of dredging methods, equipment, and overall dredging progress and, if applicable, to approve Contractor advancement to a subsequent Dredge Area.
  - 2. Pre-Dredge Survey: Bathymetric survey conducted by an Independent Surveyor (i.e., not the Contractor's own survey crew) prior to dredging commencement. This survey shall encompass the entirety of each awarded Dredge Area including the projected slopes. This survey will be used as the basis for calculating available dredging volumes. This survey will be submitted to the agencies and will be used to compare with the Post-Dredge Survey for Contractor payment of volume removed. This survey shall be submitted to the City no less than four (4) weeks prior to the proposed dredging commencement date.
  - 3. Post-Dredge Survey: Bathymetric survey conducted by an Independent Surveyor after the completion of dredging. This survey shall encompass all Contract Dredge Areas. The Post-Dredge Survey will be used to determine if the Required Project Elevation was achieved, and as the basis for calculating the volume dredged from within the Dredge Area by comparing to the Pre-Dredge Survey. This survey will be submitted to the

agencies. This survey shall be submitted to the City no more than one (1) week following completion of dredging operations. The Contractor may elect to perform an individual Post-Dredge Survey for each awarded Dredge Area or perform one Post-Dredge Survey after completing all awarded Dredge Areas; however, the costs for each survey must be included in the proposed bid price, and no additional compensation will be provided for additional Post-Dredge Surveys.

- B. The Weekly Progress Surveys may be performed by the Independent Surveyor or by the Contractor's survey crew. The Pre- and Post-Dredge Surveys must be performed by the Independent Surveyor.
- C. The Contractor must identify the local survey control and upland benchmark locations used for the surveys. The Contractor must refer to provided benchmark location information to help establish survey control for the Contract work.
- D. Independent Surveyor Qualifications
  1. The Contractor must submit the name of the Independent Surveyor and applicable license or certification numbers (see specification Section 01 11 00, Article 1.03, E). The Independent Surveyor shall be required to document and certify in writing to the City that they have at least five (5) years of experience in hydrographic surveying of navigable waters.
  2. The Independent Surveyor shall be licensed by the State of California as a Professional Land Surveyor or shall be certified by The American Congress on Surveying and Mapping/The Hydrographic Society of America (ACSM/THSOA) as a Certified Hydrographer.
  3. The Independent Surveyor shall provide documentation indicating that modern electronic horizontal positioning and depth finding equipment are available for the surveys to be performed, including Differential Global Positioning System (DGPS) capacity and shall include, as a minimum, the name, model, and year of manufacture of the electronic equipment, the electronic mode, and the year of manufacture of the electronic equipment, the electronic frequencies of the horizontal positioning equipment and the depth finding equipment, and the manufacturer's stated positioning accuracy and capacity of the equipment proposed for use.
  4. The Independent Surveyor shall provide a statement that a safe and suitable vessel is available for operation in the water where the surveys are to be performed, and that experienced staff are available for the operation of the vessel, as well as the electronic positioning and depth finding equipment calibration. Accuracy and other standards outlined in the USACE *Hydrographic Surveying* manual (EM 1110-2-1003; 30 November 2013) shall be followed when performing any survey for payment.

### 1.03 SUBMITTALS

- A. Weekly Progress Survey submittals shall include the following with each survey:
1. Plan View: One (1) half-size PDF figure showing the bottom elevations of the dredging area without soundings at 0.1-foot accuracy. The plan shall be plotted at a maximum scale as approved by the City.
  2. Contractor shall submit Weekly Progress Surveys to the City on a minimum weekly basis, with the day of the week established between the City and the Contractor prior to dredging commencement.
- B. Pre- and Post-Dredge Survey submittal shall include the following:
1. Plan View: One (1) full-size PDF figure showing the bottom elevation of the dredging area. The plan shall include, at a minimum, the following:
    - a. Project name.
    - b. USACE permit number and episode number.
    - c. The date the survey was performed.
    - d. The horizontal and vertical datums of the survey data.
    - e. Soundings with an accuracy of 0.1-foot; soundings shall be legible, but spaced close enough to provide an accurate representation of the existing bathymetry.
    - f. Scale bar.
    - g. North arrow.
    - h. Signature and/or stamp of a the Independent Surveyor.
  2. Cross Sections: One (1) full-size PDF figure showing cross sections at approximately one hundred (100)-foot increments for each Dredge Area, showing the dredging template (required and allowable overdredge) overlaid on the pre- and post-dredging surfaces.
  3. Quantity Computations: One (1) PDF file of quantity computations shall accompany each Pre- and Post-Dredge Survey. The quantity computations can be included on the Survey plan view, or on a separate sheet.
  4. Field Notes: One (1) set of notes in a PDF document. Field notes shall include all equipment used to perform the survey, survey control, weather and tides during the period the survey was performed, and calibration notes. The tide notes shall include tide height, bar checks, date and time of tide reading(s), location of tide gauge, level line notes, benchmarks, temporary benchmarks, and location of all control used by the surveyor. Additionally, the field notes shall include a description of any topographic or lead line measurements used to supplement the multibeam bathymetric data.

5. Electronic File: ASCII file of corrected survey data, corrected to mean lower low water (MLLW) datum at the locality. Data shall be in XYZ spot elevation format. The recording distance between the survey points shall be five (5) feet or less. Contractor shall provide raw electronic data upon request of the City.
6. Additionally, the Pre-Dredge Survey must show the extend of the Dredge Area including projected slope daylight and, where applicable, the top of bank from which offsets are measured. The surveyor must use their best judgement as to the location of the top of bank. The surveyor may stake the Dredge Footprint with visual indicators for the dredge operator (PVC pipe or similar are acceptable); however, all visual indicators must be removed by the Contractor after the completion of dredging.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 SURVEY EQUIPMENT AND METHODS**

- A. The Contractor's survey team and the Independent Surveyor must use multibeam bathymetric survey equipment for all Weekly Progress, Pre-Dredge, and Post-Dredge Surveys.
- B. Hydrographic survey procedures shall conform to Class 1 criteria as set forth in the USACE *Hydrographic Surveying* manual. Data recording, annotation, and processing procedures shall be in accordance with the hydrographic survey manual specified above and these specifications. In the event of a conflict between these specifications and the USACE Class 1 criteria, the Contractor shall present such conflicts to the City for resolution. Failure to perform and process such surveys in accordance with the USACE *Hydrographic Surveying* manual and these specifications will result in a rejection and nonpayment for Work performed.
- C. Horizontal position of soundings shall be stated in California State Plane Coordinates, Zone III, North American Datum of 1983 (NAD 83), U.S. Survey Foot. Elevations shall be stated in terms of MLLW datum at the locality.
- D. The Contractor shall conduct surveys using an electronic system positioning method approved by the City. The Contractor shall use an echo sounder to obtain soundings. The analog recording of soundings shall indicate a calibration check (bar check) of the echo sounding at the beginning and end of each analog paper change and at such times as necessary to ensure sounding accuracy. Echo sounder shall have a frequency of 200 to 210 kHz. The top of the return signal trace shall be the point of interpretation of sounding. The bar check shall be taken at identical locations.
- E. Tidal control shall be through the means of an automatic recording tide gauge with water level sensor. The tide gauge shall provide a continuous recording of tidal change for every

five (5)-minute interval or each 0.1-foot change, whichever occurs first. Tidal changes shall be recorded in MLLW datum with these changes synchronized in time with cross-section survey time. A printed record of the tidal changes and time correlation shall become part of the Contractor's survey records. In lieu of an automatic tide recording gauge, the Contractor may submit a manual method of keeping track of tidal changes for acceptance by the City.

### 3.02 CONDUCT OF WORK

#### A. Layout of Work

1. The Contractor shall establish an accurate method of horizontal and vertical control before the Work begins. Survey control points are provided with these specifications for reference purposes only to assist the Contractor in establishing horizontal and vertical control.
2. The proposed method and maintenance of the horizontal control system must be subject to the acceptance of the City and if, at any time, the method fails to provide accurate location of the Work, the Contractor may be required to suspend its operations until such time that accurate control is established.
3. The Contractor must lay out its Work using control points established by the Contractor as part of the Work and must be responsible for all measurements taken to establish these points.
4. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, range markers, transponder stations, and labor as may be required to lay out the Work shown on the Drawings.
5. The Contractor shall maintain all points established for the Work until authorized to remove them. If such points are destroyed by the Contractor or disturbed through its negligence prior to an authorized removal, they must be replaced by the Contractor at no additional expense to the City.

#### B. Performance of Work

1. The Pre- and Post-Dredge Surveys must cover all areas of work (Dredge Areas) as shown on the Drawings.
2. Survey coverage must extend at least twenty (20) feet beyond the Dredge Area boundary or the existing hard boundary (i.e., rock revetment or sheet pile wall) where possible. Missing data must be explained.
3. Contractor must not begin dredging work at any area prior to City and Contractor mutual acceptance of Pre-Dredge Survey.
4. The multibeam survey shall be sufficient in that one-hundred (100) percent overlap of the multibeam swath is achieved over the project area (all data shall be duplicated in overlapping swaths).



### **3.03 QUANTITY COMPUTATIONS**

- A. The Pay Volume quantities shall be computed to the nearest cubic yard based by comparing the Pre-Dredge and the Post-Dredge Surveys.
- B. The following quantities shall be reported for the Pre- and Post-Dredge Survey:
  - 1. Volume available within the Dredge Area to the Required Dredge Elevation.
  - 2. Volume available within the Dredge Area between the Required Dredge Elevation and the Pay Overdredge Elevation.
  - 3. Total Pay Volume.
  - 4. Volume available within the Dredge Area between the Pay Overdredge Elevation and the Non-Pay Overdredge Elevation.
  - 5. Total volume available within the Dredge Area between the mudline to Non-Pay Overdredge Elevation.
- C. The following quantities shall be reported for the Post-Dredge Survey:
  - 1. Volume removed from the Dredge Area to the Required Dredge Elevation.
  - 2. Volume removed from the Dredge Area between the Required Dredge Elevation and the Pay Overdredge Elevation.
  - 3. Total Pay Volume.
  - 4. Volume removed from the Dredge Area between the Pay Overdredge Elevation and the Non-Pay Overdredge Elevation.
  - 5. Total Volume removed from the Dredge Area between the mudline to Non-Pay Overdredge Elevation.

## **PART 4 – MEASUREMENT AND PAYMENT**

### **4.01 MEASUREMENT**

- A. Each Weekly Progress Survey will be measured as complete upon confirmation from the City that it has been received on time (weekly) and conforms to the requirements within this specification. The cost of performing Weekly Progress Surveys, including associated labor, material, transportation, tools, equipment, and incidentals required to complete the Work, shall be included in the lump sum price for surveying, and no additional compensation will be provided.
- B. Each Pre- or Post-Dredge Survey will be measured as complete upon confirmation from the City that the survey has been received within the timeframe as specified and conforms to the requirements within this specification.

- C. If review of the Post-Dredge Survey indicates that the Work is not complete, the Contractor may be required by the City to resume work until a subsequent Post-Dredge Survey indicates that the Work is complete, to the City's satisfaction, and within the requirements of Contract Document. Costs to perform additional Post-Dredge Surveys will be the responsibility of the Contractor.

#### **4.02 PAYMENT**

- A. Payment will be made at the Contract lump sum price awarded for each awarded Bid Item in accordance with the following breakdown:
  - 1. Forty (40) percent of the lump sum price will be paid upon completion and submittal of the Pre-Dredge Survey, as approved by the City for the relevant Dredge Area.
  - 2. The remaining sixty (60) percent will be paid upon completion of all approved Weekly Progress Surveys and the Post-Dredge Survey, as approved by the City. If additional Post-Dredge Surveys are required due to findings, in the Opinion of the City, that the Work is not complete, the Contractor will not be paid until a Post-Dredge Survey has been accepted by the City showing the Work as complete for the relevant Dredge Area.
- B. The lump sum price shall be full compensation for all labor, material, transportation, tools, equipment, and incidentals required to complete one Pre-Dredge Survey, one Post-Dredge Survey, and all Weekly Progress Surveys, including survey submittals.

**END OF SECTION**

# PITTSBURG MARINA BASIN III MAINTENANCE DREDGING

## APPENDIX A REGULATORY DREDGING PERMITS

Permits Included:

- U.S. Army Corps of Engineers
- Regional Water Quality Control Board
- California Department of Fish and Wildlife
- Bay Conservation and Development Commission (for placement sites only)



**DEPARTMENT OF THE ARMY**  
**SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**450 GOLDEN GATE AVENUE**  
**SAN FRANCISCO, CALIFORNIA 94102-3404**

**DEPARTMENT OF THE ARMY PERMIT**

PERMITTEE: City of Pittsburg, Public Works Department.

PERMIT NUMBER: 2001-26215

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

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

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

**PROJECT DESCRIPTION**

The permittee is authorized to mechanically dredge, via clamshell or excavator, a total of approximately 457,000 cubic yards of sediment over the life of the permit from the Pittsburg Marina in Pittsburg, Contra Costa County, California. The total area of the dredge site is 38.2 acres. The authorized depths for the areas shown on the attached drawings (Attachment 1) are in the table below.

Dredge Areas	Area (Acres)	Authorized Design Depth (Mean Lower Low Water) plus Overdepth
Basin I (Yacht Club)	2.3	-7 plus 2
Basin II (Lowy Basin)	10.7	-7 plus 2
Basin III	17.3	-7 plus 2
Marina Park (Residential Channel)	7.4	-7 plus 2
Launch Ramp	0.5	-5 plus 2

The material will be removed using an excavator or mechanical dredge and barged to the Carquinez Disposal Site (SF-9), the Montezuma Wetlands Restoration Project Site, or taken to an appropriate upland disposal location outside Corps jurisdiction. Work shall be conducted in accordance with the attached drawings labeled, "USACE FILE: 2001-26215, Pittsburg Marina Maintenance Dredging," in four sheets, dated May 2019.

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

PROJECT LOCATION: Pittsburg Marina in Pittsburg, Contra Costa County, California.

GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on December 31, 2028. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. A conditioned water quality certification, *Water Quality Certification, Maintenance Dredging at the Pittsburg Marina, Pittsburg, Contra Costa County, California*, dated July 15, 2019 (CIWQS Reg. Meas. 429299, CIWQS Place ID 786207) has been issued for your project. You must comply with the conditions specified in the certification as Special Conditions to this permit. For your convenience, a copy of the certification is attached (Attachment 2).
6. A conditioned Bay Conservation and Development Commission permit, *San Francisco Bay Conservation and Development Commission Permit No. M1985.087.00*, has been issued for your project. You must comply with the conditions specified in the concurrence or determination as Special Conditions to this permit. For your convenience, a copy of the concurrence or determination is attached if it contains such conditions. (Attachment 3).
7. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the Terms and Conditions of your permit.
8. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration (Section 10 only).

SPECIAL CONDITIONS:

**1. Dredging shall be limited to August 1 through November 30 each year for the following reasons:**

- a. In order to minimize impacts to listed species of steelhead trout (*Oncorhynchus mykiss*), dredging and disposal operations shall occur only from June 1 through November 30. Dredging outside this environmental work window would require consultation with the National Marine Fisheries Service (NMFS) (pursuant to Section 7 of the Endangered Species Act) and approval from the NMFS and the U.S. Army Corps of Engineers.**

**b. In order to minimize impacts to listed species of Chinook salmon (*Oncorhynchus tshawytscha*), dredging and disposal operations shall occur only from June 1 through November 30. Dredging outside this environmental work window would require consultation with the National Marine Fisheries Service (NMFS) (pursuant to Section 7 of the Endangered Species Act) and approval from the NMFS and the U.S. Army Corps of Engineers.**

**c. In order to minimize impacts to listed North American green sturgeon (*Acipenser medirostris*), dredging and disposal operations shall occur only from June 1 through November 30. Dredging outside this environmental work window would require consultation with the National Marine Fisheries Service (NMFS) (pursuant to Section 7 of the Endangered Species Act) and approval from the NMFS and the U.S. Army Corps of Engineers.**

**d. In order to minimize impacts to Delta smelt (*Hypomesus transpacificus*), dredging and disposal activities shall occur from August 1 to November 30. Dredging outside this environmental work window would require consultation with the U.S. Fish and Wildlife Service (USFWS) (pursuant to Section 7 of the Endangered Species Act) and approval from the USFWS and the U.S. Army Corps of Engineers.**

**2. Additional Standard DMMO Conditions found on pages 3A-D (attached) shall be adhered to at all times.**

FURTHER INFORMATION:

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

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

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

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

2. Limits of this authorization:
- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

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

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)



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

\_\_\_\_\_  
James C. Mazza  
Acting Chief, Regulatory Division

\_\_\_\_\_  
(DATE)

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

\_\_\_\_\_  
(TRANSFEREE)

\_\_\_\_\_  
(DATE)

STANDARD DMMO CONDITIONS TO PERMIT NUMBER 2001-26215

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

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

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

5. The Coast Guard Captain of the Port of San Francisco Bay may require modifications to marine construction equipment deployment or mooring systems to safeguard navigation while work is in progress.
6. All vessels operated for disposal of dredged material are required to participate in the Coast Guard's Vessel Traffic Control Service (VTS). Five minutes before each departure, the permittee shall notify the VTS by radio, via Channel 14, of the following: The name of vessel; time of departure from dredge site; and time of departure from disposal site.
7. When utilizing the Carquinez Disposal Site (SF-9), the permittee shall dispose all dredged material within a rectangular area, 1000 feet by 2000 feet, long axis bearing 050 true, and center at latitude 38°03'50"N; longitude 122°15'55"W. The specific location within the disposal area will be determined by the District Engineer upon approval of the Dredge Operation Plan (see below).

8. The permittee shall submit the following reports for review and comment to:

U.S. Army Corps of Engineers, San Francisco District  
Chief, Operations and Readiness Branch  
Attn: Debra O'Leary  
450 Golden Gate Avenue, 4th Floor, Room 1111  
P.O. Box 36152  
San Francisco, California 94102-3404

- a. Dredge Material Analysis: Submit, for approval, no earlier than 60 days prior to the proposed commencement

of any authorized successive dredging episodes, dredge material analysis (Physical, Chemical, and Biological) sampling and testing information. **Please include the U.S. Army Corps of Engineers (Corps) permit number and dredge episode number with this submittal.** Also submit Regional Water Quality Control Board (RWQCB) water quality certification or waiver for disposal of the material. For each dredging episode, the permittee shall obtain the approval of the District Engineer for formulating specific sediment testing procedures for the Dredged Material Analysis. The testing protocol will be in accordance with the testing guidelines as published in the Corps and U.S. Environmental Protection Agency publication entitled, "Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. - Testing Manual" (The Inland Testing Manual or ITM, EPA-823-B-98-004), dated February 1998, and subsequent amendments thereto. The permittee shall provide a copy of the Dredged Material Analysis to the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife concurrent with the San Francisco Bay Conservation and Development Commission's RWQCB's, and the Corps' receipt of this information. Agency comments submitted to the Corps within 15 calendar days thereafter will be given full consideration in the decision on dredged material disposal.

- b. Dredge Operation Plan: Submit, for approval by this office, no earlier than 60 calendar days and no later than 20 calendar days before the proposed commencement of dredging, a plan which includes the following: **Corps permit number, dredge episode number**, a copy of the dredging contract or description of the work under which the contractor will do the permitted work; name and telephone numbers of the dredging contractor's representative on site; dredging start and completion dates; names of vessel; dump scow numbers or identification; bin or barge capacities; identification of work as either maintenance dredging or new dredging; discussion of proposed dredging procedures, as governed under Special Condition No. 11, with detailed drawings or specifications of the grid or centrifugal pump system; quantity of material to be removed; dredging design depth and typical cross section including overdepth; and date of last dredging episode and design depth. The Dredge Operational Plan shall also provide the following information:
- 1) The controls being established to insure that dredging operations occur within the limits defined by the channel dimensions and typical channel section. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3, below.
  - 2) The controls being established to insure that disposal of the dredged material at the disposal site is at the assigned location and depth. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3, below.
  - 3) Method of determining electronic positioning of dredge or dump scow during entire dredging operation at dredge site, disposal site and en route to and from disposal site.

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

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

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

- d. Solid Debris Management Plan: Submit no earlier than 60 calendar days and no later than 20 calendar days before commencement of work, a plan which describes measures to ensure that solid debris generated during any authorized dredging, demolition or construction operation is retained and properly disposed in areas not under

Corps jurisdiction. **At a minimum, the plan shall include the following: source and expected type of debris; debris retrieval method; Corps permit number and dredge episode number; disposal method and site; schedule of disposal operations; and debris containment method to be used, if floatable debris is involved.**

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

- e. Post-Dredge Survey: Submit, **within 30 days of the last disposal activity** (“last” is defined as that activity after which no further activity occurs for 15 calendar days), a survey with accuracy to one-tenth foot that delineates and labels the areas dredged and the dredged depths. **Also, include the Corps permit number, dredge episode number, dates of dredging commencement and completion, actual quantities dredged to the design depth, and actual quantities to the overdepth limit.** The permittee shall substantiate the total quantity dredged by including calculations used to determine the volume difference (in cubic yards) between the Pre- and Post-Dredging Surveys and **explain any variation in quantities greater than 15% beyond estimated quantities or dredging deeper than is permitted (design plus overdepth allowance).** **All surveys shall be accomplished by a licensed surveyor and signed by the permittee to certify their accuracy.** A copy of the Post-Dredge Survey should be sent to the National Ocean Service for chart updating:

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

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

U.S. Army Corps of Engineers, San Francisco District  
Attn: Debra O’Leary, DMMO  
450 Golden Gate Avenue, 4<sup>th</sup> Floor, Room 1111  
P.O. Box 36152  
San Francisco, California 94102-3404;

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

10. Overflow requirements:

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

11. The permittee shall ensure that all dredged material is slurried prior to disposal to prevent any accumulation or build up of material at the disposal site. All dredged material shall be slurried in one of the following manners:
  - a. Dredged material will be either pumped with a centrifugal pump prior to leaving the dredge site for the disposal site; or,
  - b. If the material is mechanically dredged, passed through a debris grid, with a maximum opening size of 12 inches by 12 inches that will cover the entire loading area of the dump scow. Everything that does not pass through the grid will be considered solid debris and shall be disposed in areas outside of Corps jurisdiction. All such material shall be promptly removed from the grid at the end of each 8 hour shift or sooner.
12. **The permittee or dredge contractor shall inform this office when: 1) a dredge episode actually commences, 2) when dredging is suspended (suspension is when the dredge contractor leaves the dredge site for more than 48 hours for reasons other than equipment maintenance), 3) when dredging is restarted, and 4) when dredging is complete. Each notification should include the Corps permit number and dredge episode number.** The information can be sent to the attention of Debra O'Leary, in writing to the address below; FAXed to (415) 503-6693; e-mailed to [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil) or via telephone message at (415) 503-6807.

U.S. Army Corps of Engineers, San Francisco District  
Operations and Readiness Division  
Attn: Debra O'Leary  
450 Golden Gate Avenue, 4<sup>th</sup> Floor, Room 1111  
P.O. Box 36152  
San Francisco, California 94102-3404

13. The permittee, as directed by the District Engineer under authority pursuant to the policies and procedures of 33 CFR 325.7, may be required to modify disposal schedules and monthly disposal quantities for particular dredging episodes.
14. The permittee shall allow the dredging area and equipment to be inspected by the Corps staff upon request.
15. For each dredge episode, the permittee shall be responsible for obtaining a letter of water quality certification from the Regional Water Control Quality Board and authorization from the San Francisco Bay Conservation and Development Commission (BCDC). Water quality certification and BCDC authorization will be a prerequisite to the District Engineer's decision to approve or disapprove specific dredge episodes pursuant to the policies and 33 CFR 325.2(b)(1)(ii) and 325.2(b)(2)(ii).
16. **If a land, ocean, or other aquatic disposal site becomes available for use during the life of the permit, the permittee shall evaluate these disposal alternatives, taking into consideration cost, existing technology, and logistics in light of the overall project purpose to facilitate compliance with the 404(b)(1) Guidelines (40 CFR 230). This evaluation shall be submitted to the Corps at least 60 calendar days before commencement of subsequent dredging episodes. The District Engineer, upon review of this information and after consultation with other resource agencies, may direct the permittee to use such sites in lieu of or in addition to the Carquinez Disposal Site (SF-9), under authority of 33 CFR 325.7 and 40 CFR 230.10(a).**

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## San Francisco Bay Regional Water Quality Control Board

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

July 17, 2019  
CIWQS Reg. Meas. 429299  
CIWQS Place ID 786207

City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565  
Attn.: Fritz McKinley, Director of Public Works  
E-mail: [fmckinley@ci.pittsburg.ca.us](mailto:fmckinley@ci.pittsburg.ca.us)

**Subject: Water Quality Certification, Maintenance Dredging at the Pittsburg Marina, Pittsburg, Contra Costa County**

Dear Mr. McKinley:

We have reviewed the application submitted by Anchor QEA, LLC on behalf of the City of Pittsburg (City) on March 5, 2019, and hereby issue a Clean Water Act (CWA) section 401 water quality certification (Certification) for the City to perform maintenance dredging at the Pittsburg Marina, located adjacent to New York Slough in Pittsburg, Contra Costa County (Figure 1). The City has applied for a U.S. Army Corps of Engineers (USACE) individual permit authorizing multiple episodes of dredging over a 10-year period ending on December 31, 2028 (USACE File No. 2001-26215) pursuant to CWA section 404 (33 USC 1344) and section 10 of the Rivers and Harbors Act of 1899 (33 USC 403). The City applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) requesting Certification that the dredging program described below (Project) will not violate State water quality standards.

### Project

The Project involves mechanically dredging, via clamshell or excavator bucket, a total of up to 457,000 cubic yards (cy) of sediment from the various areas of the marina shown in Figure 2 over a 10-year period, to be completed by December 31, 2028. Pertinent details of the 10-year dredging program are summarized below in Table 1.

The initial dredging episode consists of removing approximately 78,000 cy from Basin II (Low Basin), with disposal of the dredged sediment at Carquinez Strait Disposal Site.

**Table 1. Pittsburg Marina 10-Year (2019 through 2028) Dredging Program**

Dredging Location	Area (acres)	Dredging Depth <sup>1</sup> (feet MLLW)	10-Year Permit Duration		
			Number of Episodes	Years	Total Volume (cy)
Basin I (Yacht Club Harbor)	2.3	-7	1	2024	18,000
Basin II (Low Basin)	10.7	-7	2	2019, 2024	156,000 (78,000 per episode)
Basin III	17.3	-7	1	2022	149,000
Marina Park (Residential Channel)	7.4	-7	2	2020, 2025	124,000 (62,000 per episode)
Launch Ramp	0.5	-5	2	2020, 2025	10,000
<b>10-Year Total</b>					<b>457,000</b>

Notes:

<sup>1</sup>Plus a 2-foot overdredge allowance

MLLW: mean lower low water

MWRP: Montezuma Wetlands Restoration Project

**Disposal and Reuse of Dredged Material**

We concur that the Pittsburg Marina meets the Long-Term Management Strategy for the Placement of Dredged Material in the San Francisco Bay Region (LTMS) Management Plan’s definition of a “small” dredger (project design depth ≤ -12 feet MLLW and annual average dredge volume ≤ 50,000 cy). The City’s most recent dredge episode totaling 10,787 cy occurred in 2012 and the City’s projected annual average dredge volume over the next 10 years is approximately 45,700 cy. The Pittsburg Marina therefore qualifies for the Small Dredger Programmatic Alternatives Analysis (SDPAA), dated October 28, 2004. The SDPAA concluded that in-Bay unconfined aquatic disposal of suitable material from small dredging projects that do not otherwise have project-specific upland disposal sites is the Least Environmentally Damaging Practicable Alternative (LEDPA) in accordance with CWA section 404(b)(1). The City submitted a signed SDPAA agreement as part of the Certification application.

**Testing Results**

In conjunction with the Dredged Material Management Office (DMMO), we have reviewed a report characterizing the suitability of sediments from the 10.7-acre Low Basin and the 0.5-acre Launch Ramp for unconfined aquatic disposal in San Francisco

Bay and for wetland habitat restoration beneficial reuse: *Results of Sediment Sampling and Analysis, Pittsburg Marina Maintenance Dredging Program*, dated February 2019. Based on this report, we have determined that the Lowy Basin and Launch Ramp dredged sediments are suitable for in-Bay disposal at the Carquinez Strait (SF-9) disposal site and for beneficial reuse as tidal marsh habitat surface substrate at the Montezuma Wetlands Restoration Project.

### **California Environmental Quality Act**

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

### **Certification and General Waste Discharge Requirements**

I hereby certify that any discharge from the Project, as conditioned by this Certification, will comply with the applicable provisions of CWA sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), and with other applicable requirements of State law. CWA section 401 directs the agency responsible for certification to prescribe effluent limitations and other limitations necessary to ensure compliance with the CWA and with any other appropriate requirement of State law. Section 401 further provides that State certification conditions shall become conditions of any federal license or permit for the project. The conditions of this Certification must be met to ensure that the Project will comply with water quality standards, any applicable effluent limitation, standard of performance, prohibition, effluent standard, or pretreatment standard required pursuant to the CWA sections listed above and to ensure that the Project will comply with any other appropriate requirements.

This discharge of dredged or fill material is also considered to be a discharge of waste to waters within the jurisdiction of the Water Board. Pursuant to Article 4 of Chapter 4, Division 7 of the California Water Code (Wat. Code § 13260 *et seq.*), the Water Board must issue waste discharge requirements for these discharges. Therefore, this Certification also enrolls the above referenced Project under the State Water Resources Control Board's Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification" (General Order). The only substantive requirement of the General Order is to comply with the limitations and monitoring requirements contained in this Certification. Fees paid to satisfy California Code of Regulations, title 23, section 3833(b) (fees associated with this Certification) shall also be deemed to satisfy fees required by the General Order. The following conditions are associated with this Certification:

1. This Certification expires on December 31, 2028.
2. Dredging shall be limited to the project depths shown in Table 1.
3. No overflow or decant water shall be discharged from any barge at any time.



4. During transportation from the dredging site to the placement site, no dredged material shall be permitted to overflow, leak, or spill from barges, bins or dump scows.
5. The initial dredging episode of consisting of removal of approximately 78,000 cy of sediment from Basin II (Lowy Basin) is hereby approved. Sediment suitability determinations for subsequent dredging episodes shall be coordinated through the DMMO, following applicable federal and State guidance on a tiered testing framework and on the preparation of reports. Subsequent dredging and disposal episodes shall not commence until authorized in writing by Water Board staff.
6. **Post-Dredge Report:** The City shall provide an electronic copy of the post-dredge report to Water Board staff within 60 days of completion of dredging operations for each dredging episode. The report may be submitted via email, compact disc, or by uploading to the Water Board's FTP site (instructions for accessing and uploading documents will be provided by Water Board staff upon request). The report shall contain the dates of dredging, maps of the dredging footprint, the calculated final dredging volume, the placement location(s), and the volumes per location if more than one site was used.
7. The City shall provide a technical report that documents monitoring efforts designed to evaluate the water quality impacts of the dredged material discharge on waters of the State, pursuant to California Water Code (Water Code) section 13267.

### **Regional Monitoring Program**

Please be aware that Condition 7 is an order for a technical report. The Water Board requires dischargers of waste materials to the Bay, including those who dispose of dredged material, to monitor the impacts of their discharges under Water Code section 13267. This monitoring provides necessary information about ambient Bay water quality and potential long-term impacts of dredged material disposal. The City may elect to participate in the San Francisco Estuary Regional Monitoring Program for Trace Substances (RMP) to fulfill this requirement or provide comparable data on an individual basis. The RMP is a coordinated and comprehensive long-term monitoring program with the goal of monitoring water and sediment quality to provide the scientific foundation for managing and improving the health of the San Francisco Bay aquatic ecosystem. Additionally, the RMP provides for special and pilot studies of interest to program participants.

Since 1992, many Bay Area dischargers have decided to provide this information through the RMP, rather than through individual monitoring programs. The San Francisco Estuary Institute (SFEI), located in Richmond, administers the program with oversight by the Water Board. Dischargers may contribute money to the RMP, based on the RMP Dredger Fee Schedule Policy and any subsequent amendments, as approved by the RMP Steering Committee. The fees will be based on in-Bay dredge disposal volumes calculated using post-dredge survey

results provided to the Water Board by the City for each calendar year ending December 31. The Water Board recognizes payments to the RMP as fulfilling the requirement to provide information on water quality impacts under Water Code section 13267.

8. Dredging and disposal activities shall be limited to the work windows established by the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service (NMFS), and the U.S. Fish and Wildlife Service (USFWS) in their most recent programmatic consultations on the LTMS. If the City proposes dredging outside work windows, it shall notify the Water Board and implement all applicable mitigation measures established in the programmatic LTMS consultations, individual Project consultations, or CDFW permits.

As shown in the following table, the applicable work window for this dredging project is August 1 through November 30 of any year.

<b>Species of Concern</b>	<b>Work Window Period</b>	<b>Consulting Agency</b>
Delta Smelt	August 1 through November 30	USFWS, CDFW
Chinook Salmon	June 1 through November 30	NMFS, CDFW
Steelhead Trout	June 1 through November 30	NMFS

9. This Certification does not allow for the take, or incidental take, of any special status species. The City shall use the appropriate protocols, established in the programmatic LTMS consultations or in individual Project consultations and permits, to ensure that project activities do not adversely impact Preservation of Rare and Endangered Species, a beneficial use of San Francisco Bay and its tributaries as set forth in the San Francisco Bay Basin Water Quality Control Plan.
10. The City shall adhere to the conditions imposed by CDFW in the Lake or Streambed Alteration Agreement (SAA) (Notification No. 1600-2019-0071-R3) issued for the Project.
11. The City or its representative shall notify Water Board staff immediately by telephone and e-mail whenever an adverse condition occurs due to this activity. An adverse condition includes, but is not limited to, a violation or threatened violation of conditions of this Certification, or a release of petroleum products or toxic chemicals to waters of the State. Pursuant to Water Code section 13267, a written notification of adverse condition shall be submitted to the Water Board within 30 days of occurrence. The written notification shall identify the adverse condition, describe the action necessary to remedy the condition, and specify a timetable, subject to the modifications of the Water Board, for remedial actions.

12. This Certification is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).
13. This Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
14. Certification is conditioned upon total payment of the full fee required in State regulations (23 CCR section 3833). The application fee for the Project (\$1,638) was paid in full on March 5, 2019. Additional annual discharge fees are required and will be invoiced annually for the previous fiscal year until the Project is complete or the Certification expires. The annual discharge fee is based on the volume dredged during the previous fiscal year (July 1–June 30), calculated using post-dredge survey results provided to the Water Board per Condition 6. If no dredging occurs in any given fiscal year, the City shall pay a minimum annual discharge fee (currently \$1,638 but subject to change) to the Water Board.

## Conclusion

This Certification applies to the Project as proposed in the application materials. Please be advised that failure to implement the Project as proposed is a violation of this Certification. Any violation of 401 water quality certification conditions is subject to administrative civil liability pursuant to Water Code sections 13268 and 13350. Failure to meet any condition of this Certification may subject the City to civil liability imposed by the Water Board to a maximum of \$5000 per violation day for violations of Water Code section 13267 technical report requirements and \$5,000 per violation day or \$10 for each gallon of waste discharged in violation of this Certification.

We anticipate no further action on the application for this Certification. Should new information come to our attention that indicates a water quality problem with this project, the Water Board may issue waste discharge requirements pursuant to 23 CCR section 3857.

If you have any questions, please contact Elizabeth Christian at (510) 622-2335, or by email, to [elizabeth.christian@waterboards.ca.gov](mailto:elizabeth.christian@waterboards.ca.gov).

Sincerely,

For Michael Montgomery  
Executive Officer

Attachments:

- Figure 1. Location Map
- Figure 2. Dredge Area Boundaries

cc w/attachments (*all via email*):

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

BCDC, San Francisco, CA (Anniken Lydon, [Anniken.Lydon@bcdc.ca.gov](mailto:Anniken.Lydon@bcdc.ca.gov))

CSLC, Sacramento, CA (Dobri Tutov, [Dobri.Tutov@slc.ca.gov](mailto:Dobri.Tutov@slc.ca.gov))

CDFW, Stockton, CA (Jennifer Rippert, [Jennifer.Rippert@wildlife.ca.gov](mailto:Jennifer.Rippert@wildlife.ca.gov))

USACE, San Francisco, CA (Debra O'Leary, [Debra.A.O'leary@usace.army.mil](mailto:Debra.A.O'leary@usace.army.mil))

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



Publish Date: 2018/01/10 10:07 AM | User: mpratschner  
Filepath: K:\Projects\0906-City of Pittsburg\Project Name per Deltek\0906-RP-001 (VMAP) - Standard\0906-RP-001 (VMAP).dwg FIG 1

Figure 1. Location Map





Figure 2. Dredge Area Boundaries



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

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



September 16, 2019

Fritz McKinley  
City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565

Dear Mr. McKinley:

**Final Lake or Streambed Alteration Agreement, Notification No. 1600-2019-0071-R3, Pittsburg Marina and Shoreline Maintenance Dredging**

Enclosed is the final “Streambed” Alteration Agreement (Agreement) for the Pittsburg Marina and Shoreline Maintenance Dredging (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency’s approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Jennifer Rippert, Environmental Scientist, at (707) 418-2069 or by email at [Jennifer.Rippert@wildlife.ca.gov](mailto:Jennifer.Rippert@wildlife.ca.gov).

Sincerely,

James Starr, Environmental Program Manager

cc: Anchor QEA  
Nicolas Duffort, [nduffort@anchoragea.com](mailto:nduffort@anchoragea.com)  
Josh Burnam, [jburnam@anchoragea.com](mailto:jburnam@anchoragea.com)

California Department of Fish and Wildlife  
Lieutenant Garrett  
Wildlife Officer Twomey



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
BAY DELTA REGION  
2825 CORDELIA ROAD, SUITE 100  
FAIRFIELD, CA 94534  
(707) 428-2002



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2019-0071-R3  
New York Slough

CITY OF PITTSBURG  
PITTSBURG MARINA AND SHORELINE MAINTENANCE DREDGING

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Pittsburg, as represented by Fritz McKinley.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on February 08, 2019 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located in New York Slough, a tributary to San Pablo Bay, at Pittsburg Marina, in the city of Pittsburg, county of Contra Costa, State of California; Latitude 38.0362, Longitude -121.8833.

## **PROJECT DESCRIPTION**

The project is limited to dredging using a **clamshell bucket or excavator** to remove accumulated sediment.



The City of Pittsburg will perform maintenance dredging within the Pittsburg Marina. For the purposes of this Routine Maintenance Agreement (RMA), a maintenance project is defined as a dredging episode within one of the defined dredge sites conducted within a seasonal work period. The dredge footprint will be divided into the following dredge sites (Exhibit A):

- Basin I (Yacht Club Harbor)
- Basin II (Lowy Basin)
- Basin III
- Marina Park Channel (Resident Channel)
- Launch Ramp

Material will be mechanically dredged, loaded into scows or barges, and transported to the appropriate disposal/placement site. Dredged material will be characterized to determine suitability for in-Bay disposal at the Carquinez Strait Disposal Site (SF-9) and beneficial reuse at the Montezuma Wetlands Restoration Project (MWRP).

The 10-year maintenance dredging program will include dredging of a maximum cumulative volume of approximately 457,000 cubic yards (cy). Actual volumes and dredging footprints will be assessed on a per-episode basis.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include:

- Delta Smelt (*Hypomesus transpacificus*);
- Longfin Smelt (*Spirinchus thaleichthys*);
- Green Sturgeon (*Acipenser medirostris*);
- Central Valley Steelhead (*Oncorhynchus mykiss irideus*);
- Winter-run Chinook Salmon (*Oncorhynchus tshawytscha*);
- Spring-run Chinook Salmon (*Oncorhynchus tshawytscha*);
- Pacific lamprey (*Entosphenus tridentatus*);
- Western lamprey (*Lampetra ayresi*);
- Western pond turtle (*Emys marmorata*);
- Native fish;

- Benthic macroinvertebrates;
- Water quality.

The adverse effects the project could have on the fish or wildlife resources identified above without implementation of the Measures to Protect Fish and Wildlife Resources specified below, include:

- Permanent loss of natural bed;
- Temporary loss of submerged aquatic vegetation;
- Short-term release of contaminants incidental to dredging operations;
- Temporary change in turbidity;
- Disruption to nesting birds and other wildlife from project activity;
- Mortality of aquatic organisms.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. Permittee shall provide

the necessary safety equipment that is required for site entry upon request from CDFW personnel.

- 1.5 Inspections. CDFW personnel or its agents may inspect the work performed at the project site at any time. As a result of field inspection, CDFW may require additional conditions be applied to protect sensitive biological resources. Such conditions may be amended into this Agreement with the consent of both parties.
- 1.6 Access to Property Not Owned by Permittee. This Agreement does not grant the Permittee authority to enter, use, or otherwise encroach upon the property rights of individuals, or organizations not party to this Agreement. The Permittee shall obtain written authorization from outside parties, in accordance with applicable laws, if access to property not owned by the Permittee is necessary.
- 1.7 Water Rights and Water Diversions. This Agreement does not grant water rights to Permittee or authorize diversion of water from natural water bodies.
- 1.8 Unauthorized Take. The Permittee shall comply with all applicable state and federal laws, including the California and Federal Endangered Species Act. This Agreement does not authorize the take of any state or federally endangered listed species. Liability for any take or incidental take of such species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of listed species may result in prosecution and nullification of the Agreement.
- 1.9 Authorized Maintenance Activities. Only those activities specifically described in the Project Description shall be conducted under this Agreement.
- 1.10 Exceptions to Authorized Maintenance Activities. Permittee shall submit separate written notification pursuant to section 1602 of the California Fish and Game Code in all cases where any of the following conditions apply:
  - The proposed work does not meet the established criteria for routine maintenance activities in the Project Description of this Agreement.
  - The nature of the work is substantially modified from the work described in the Project Description of this Agreement.
  - CDFW advises Permittee that conditions affecting fish and wildlife resources have substantially changed at a specific work site or that such resources would be adversely affected by the project.
  - The proposed work would adversely impact a species of special concern, rare, threatened, endangered, or candidate species or its habitat.

- 1.11 Notification of Proposed Activities. Permittee shall provide written notification for proposed routine maintenance activities for CDFW approval by **June 1** of each year for the duration of this Agreement as specified in Measure 3.1. The annual notifications shall be submitted in tabular format and shall describe the activity, location, volume of material to be removed, disposal location, disposal methods, work period, and the types of habitats and wildlife resources in the project vicinity. If CDFW grants approval of the proposed activities work may proceed as proposed.
- 1.12 Annual Report of Completed Activities. Permittee shall summarize all completed work in an annual report submitted to CDFW by **January 1** of the following year as specified in Measure 3.2. All fees for the previous year shall be paid in full upon submittal of the annual report. Failure to submit completed work reports or payment in full by **January 31** may result in suspension or revocation of this Agreement.
- 1.13 Long Term Status Reports. The Permittee shall provide a status report to CDFW's Bay Delta Region every four years as specified in Measure 3.3. CDFW shall review the status of the 4-year report and conduct an onsite inspection to confirm that the entity is in compliance with the Agreement and that the measures continue to protect fish and wildlife resources. If CDFW determines that the measures no longer adequately protect fish and wildlife resources, CDFW shall consult with the entity within 45 days of receipt of the report to impose one or more new measures to protect fish and wildlife resources affected by the activity.
- 1.14 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information becoming available that indicates that the avoidance and minimization measures provided in this agreement are not providing adequate protection to keep aquatic life in good condition or to avoid "take" or "incidental take" of federal or State listed species.
- 1.15 Dredge Spoils Monitoring Methodology. Prior to conducting activities covered under this Agreement, Permittee shall submit for CDFW approval the detailed methodology that shall be implemented to monitor dredge spoils (see Measure 2.18) for entrained fish. Permittee shall not conduct activities until written CDFW has been given.

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Seasonal Work Period. To minimize adverse impacts to fish and wildlife and their habitats, project activities within the stream, stream banks, and riparian corridor shall be limited from **August 1 to November 30**. Erosion control and site remediation activities are excluded from seasonal work period restrictions.
- 2.2 Daily Work Window. Permittee shall terminate all project activities covered under this Agreement 30 minutes before sunset and shall not resume until 30 minutes after sunrise. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area: [https://aa.usno.navy.mil/data/docs/RS\\_OneDay.php](https://aa.usno.navy.mil/data/docs/RS_OneDay.php).
- 2.3 Work According to Plans. Permittee shall complete all work as presented in the Notification of Lake or Streambed Alteration. If the Permittee finds it necessary to update project plans prior to construction, the updated plans will be submitted to CDFW at least 30 days prior to beginning project activities to determine if an Amendment to this Agreement is required. Project activities shall not proceed until CDFW has accepted the updated plans in writing. At the discretion of CDFW, minor plan modifications may require an amendment to this Agreement. At the discretion of the CDFW, if substantial changes are made to the original plans this Agreement becomes void and the Permittee shall submit a new notification.
- 2.4 Work Site Access. Access to the work sites shall be via existing roads and access ramps.
- 2.5 Staging Areas. Permittee shall confine all project-related parking, storage areas, equipment storage, and any other surface-disturbing activities to paved surfaces or previously disturbed areas.

#### *Dredging Activities*

- 2.6 Equipment. Dredging shall be conducted using a clamshell bucket or excavator only. This Agreement does not allow for hydraulic or suction dredging.
- 2.7 Floating Dredge Equipment. Permittee shall ensure that all equipment used during the dredging activities are located in areas of the Marina where they will float during all stages of the tide. At no time shall dredging equipment be allowed to rest on the bed or bank of the water body.
- 2.8 Containment of Material in Dredge Bucket. The dredge bucket shall remain closed during hoisting and swinging in order to avoid spillage and leakage of material from the bucket.
- 2.9 Barge Overflow Requirements. No overflow or decant water shall be discharged at the site from the barge, with the exception of minor spillage (less than one gallon

per hour) incidental to mechanical dredge operations. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from the barge, bins or dump scows.

- 2.10 Silt Curtain. For all dredging activities in which an environmental clamshell bucket, such as a Cable Arm Bucket, is not utilized, Permittee shall deploy a silt curtain to prevent heavily silted water from impacting areas downstream from the project site. The silt curtain shall be properly maintained throughout dredging and removed upon completion of dredging activities.
- 2.11 Deleterious Turbidity. This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with Fish and Game Code 5650 which addresses water pollution. If project activities are found to constitute a threat to aquatic life, CDFW approved control devices shall be installed, or abatement procedures initiated prior to continuing activities.
- 2.12 Water Quality. If CDFW determines that turbidity/siltation levels resulting from the project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed, or abatement procedures are initiated.
- 2.13 Dredge Disposal. Dredged material shall be disposed in-Bay at the Carquinez Strait Disposal Site (SF-9) or reused at the Montezuma Wetlands Restoration Project (MWRP). Permittee shall adhere to all policies, regulations and mitigating measures set forth by the receiving party. Disposal location(s) shall be indicated in the annual pre-dredging notification in accordance with Measure 3.1.
- 2.14 Clean Equipment Prior to Entering the Channel. All equipment that will enter the water shall be cleaned of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil and other debris. Wash water containing mud or silt from washing or other operations shall not be allowed to enter waters of the State.

#### *Biological Monitoring and Habitat Protection*

- 2.15 Qualified Biologist(s) and Construction Monitor(s). A Qualified Biologist is defined under this Agreement as an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the project area. Under this Agreement, a Construction Monitor is an individual experienced with construction level biological monitoring and who is able to recognize species in the project area and who is familiar with the habits and behavior of those species. At least 14 days prior to initiating fish and wildlife surveys within the project site, Permittee shall

submit the names and resumes of all biologists and construction monitors involved in conducting survey and/or monitoring work to CDFW for review and written approval.

- 2.16 Construction Monitor On-site. The Permittee shall designate a Construction Monitor to monitor onsite compliance with all conditions of this Agreement. The Construction Monitor shall have the authority to halt project activities in order to comply with the terms of this Agreement and otherwise avoid impacts to species and or habitats.
- 2.17 On-site Training. Permittee shall conduct a pre-construction training program for all employees, contractors, or personnel working within the project site prior to performing any work. The program shall consist of a presentation from the Qualified Biologist that includes a discussion of the biology of the habitats and special status species identified in this Agreement and those with potential to be present at the project site. The Qualified Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations, and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking employees, contractors, or personnel otherwise working on the project site prior to their performing any work at the project site. Upon completion of the education program, employees, contractors, or personnel otherwise working on the project sites shall sign a form stating they attended the program and understand all protection measures. A handout that summarizes the education program including images of special status species shall also be distributed to all personnel working on the project. These forms shall be filed at the worksite offices and be available to CDFW upon request.
- 2.18 Monitoring Dredge Spoils. Permittee shall monitor dredge spoils for entrained wildlife species. At minimum, the Qualified Biologist shall inspect the first three scow loads for each project prior to removing spoils from site. A survey report detailing methodology, results and additional avoidance and minimization measures, if necessary, shall be included in the annual report (Measure 3.2). If special status species are identified in the dredging spoils, Permittee shall halt project activities and notify CDFW within 24 hours. Project activities shall not resume until Permittee can demonstrate, through implementation of compensatory measures, that project impacts to on-site special status species are mitigated to less-than-significant, and receives written concurrence from CDFW. Permittee shall submit California Natural Diversity Database (CNDDDB) forms to the CDFW Biogeographic Data Branch ([CNDDDB@wildlife.ca.gov](mailto:CNDDDB@wildlife.ca.gov)) with all pre-construction data within two weeks of the sightings, and provide regional CDFW staff with

copies of the CNDDDB forms and survey maps. CDFW reserves the right to provide additional provisions to this Agreement to protect wildlife species.

- 2.19 Special Status Species Encountered During Work. If Permittee encounters special status species during the conduct of project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity.
- 2.20 Allow Wildlife To Leave Unharmd. Permittee shall allow any wildlife encountered during the course of construction to leave the construction area unharmd. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the removed material. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any state or federally listed species, or state listed species of special concern.
- 2.21 Protect Banks and Vegetation. Disturbance or removal of terrestrial vegetation is not authorized under this Agreement. Care shall be taken during placement or movement of materials on the tidal slough banks to prevent any damage to stable tidal slough banks and to minimize damage to any streamside vegetation. Vegetation overhanging into the channel shall not be removed, trimmed, or otherwise modified. CDFW reserves the right to provide additional provisions to this Agreement designed to mitigate for impacts to aquatic or terrestrial vegetation.

#### *Material Handling, Debris, and Waste*

- 2.22 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.
- 2.23 Pick Up Debris. Permittee shall pick up all debris and waste daily.
- 2.24 Wash water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.
- 2.25 Hazardous and Toxic Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in water-tight containers or removed from the project site.

#### *Spills and Emergencies*

- 2.26 Spill Kits. Prior to entering the work site, all field personnel shall know the location of spill kits and trained in their appropriate use.



2.27 Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a stream (e.g., concrete or bentonite), Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by email at R31600Program@wildlife.ca.gov. Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas, injured fish and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within ten days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et. seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six months from the date of the incident.

2.28 Spill Containment. All activities shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

### 3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Annual Proposed Activities Notification. The Permittee shall provide to the CDFW's Bay Delta Region written notification of proposed routine maintenance activities by June 1 of each year. The notification shall briefly describe:

- 3.1.1 Proposed activity, including location, dredging footprint, disposal site(s), description of disposal methods, and equipment to be used.
- 3.1.2 Estimated volume of sediment to be removed.
- 3.1.3 Proposed mitigation measures to be implemented
- 3.1.4 Work period, including commencement date, estimated termination date,

and proposed hours of operation.

- 3.1.5 The types and quality of habitats in the work area, and an evaluation of possible resources present.
- 3.2 Annual Reporting and Fees. The Permittee shall provide CDFW written notification of maintenance projects completed within the preceding calendar year. Annual reports shall be submitted in tabular format and shall include the project location, a brief project description, quantity of material removed from each site in cubic yards, disposal location, and all completed mitigation required herein. Additionally, Permittee shall include all dredge spoils monitoring reports, and copies of any subsequent CNDDDB reports. Permittee shall submit the appropriate fee from the current CDFW Streambed Alteration Agreement Fee Schedule for work completed under this Agreement based upon the number of maintenance projects completed in the reporting period. Reports are due January 1 of each year. CDFW may terminate this agreement if reports and fees are not submitted within 30 days of the annual submission deadline.
- 3.3 Long Term Status Reports. The Permittee shall provide a status report to CDFW's Bay Delta Region every four years. The status report shall be delivered to CDFW no later than 90 days prior to the end of each four-year period, and shall include all of the following: (1) A copy of the original agreement; (2) The status of the activities covered by the agreement; (3) An evaluation of the success or failure of the measures in the agreement to protect the fish and wildlife resources that the activity may substantially adversely affect; and (4) A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.
- 3.4 Notification to the California Natural Diversity Database. If any listed, rare, or special status species are detected during project surveys or on or around the project site(s) during project activities, the Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website ([http://www.dfg.ca.gov/biogeodata/cnddb/submitting\\_\\_data\\_to\\_cnddb.asp](http://www.dfg.ca.gov/biogeodata/cnddb/submitting__data_to_cnddb.asp)) within five working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

## **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Fritz McKinley  
City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565  
[fmckinley@ci.pittsburg.ca.us](mailto:fmckinley@ci.pittsburg.ca.us)

To CDFW:

Department of Fish and Wildlife  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
Attn: Lake and Streambed Alteration Program – Jennifer Rippert  
Notification #1600-2019-0071-R3  
Fax (707) 428-2036  
[Jennifer.Rippert@wildlife.ca.gov](mailto:Jennifer.Rippert@wildlife.ca.gov)

**LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

**SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.TERM

This Agreement shall expire on December 31, 2028, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

## EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit A. Pittsburg Marina and Shoreline Dredge Depths and Areas. Anchor QEA, February 19, 2019.

## AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

## AUTHORIZATION


This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

## CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.


### FOR CITY OF PITTSBURG

  
\_\_\_\_\_  
Fritz McKinley

  
\_\_\_\_\_  
Date

### FOR DEPARTMENT OF FISH AND WILDLIFE

  
\_\_\_\_\_  
James Starr  
Environmental Program Manager

  
\_\_\_\_\_  
Date

Prepared by: Jennifer Rippert  
Environmental Scientist

Date of First Issuance: August 8, 2019  
Date of First Revision: August 23, 2019





*Lt - RMA*

FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
<i>3-5-19</i>	<i>\$ 19,125<sup>00</sup></i>	<i>\$</i>	<i>5-10-19</i>	<i>1600-2019-0071-R3</i>
Assigned to: <i>Jennifer Rippert Lt. Garrett</i>				

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the instructions and submit ALL required enclosures, attachments, and fee(s) to the CDFW regional or field office that serves the area where the project will occur. Attach additional pages to notification, if necessary.

### 1. APPLICANT PROPOSING PROJECT

Name	Fritz McKinley	<b>Fish &amp; Wildlife</b>
Business/Agency	City of Pittsburg	<b>MAR 05 2019</b>
Mailing Address	65 Civic Avenue	
City, State, Zip	Pittsburg, CA 94565	
Phone Number	(925) 252-4928	
Email	fmckinley@ci.pittsburg.ca.us	

### 2. CONTACT PERSON *(Complete only if different from applicant.)*

Name	Nicolas Duffort
Business/Agency	Anchor QEA, LLC
Mailing Address	130 Battery Street, Suite 400
City, State, Zip	San Francisco, CA 94111
Phone Number	(415) 361-5158
Email	nduffort@anchorqea.com

While an applicant is legally responsible for complying with Fish and Game Code section 1602 et seq., an applicant may designate and authorize an agent (e.g., lawyer, consultant, or other individual) to act as a Designated Representative. The Designated Representative is authorized to sign the notification and any agreement on behalf of the Applicant.

**Do you authorize the Contact Person above to represent you as your Authorized Designated Representative?**

Yes, I authorize.  No, I do not authorize.

### 3. PROPERTY OWNER *(Complete only if different from applicant)*

Name	
Mailing Address	
City, State, Zip	
Phone Number	
Email	





**6. FEES**

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. **Note: CDFW may not process this notification until the correct fee has been received.**

A. Project Name		B. Project Cost	C. Project Fee
1	Pittsburg Marina and Shoreline Maintenance Dredging	\$11,377,000	\$11,953.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	\$7,172.50
		<b>E. TOTAL FEE*</b>	<b>\$19,125.50</b>

\* Check, money order, and Visa or MasterCard (select Environmental Fees from Menu) payments are accepted.

**7. PRIOR NOTIFICATION AND ORDERS**

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, CDFW for the project described in this notification?

Yes (Provide the information below)       No

Applicant	Notification Number	Date
City of Pittsburg	I600-2012-0254-R3	09/12/2012

B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by CDFW?

Yes     No (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify CDFW verbally rather than in writing, identify the person who directed the applicant to submit this notification, the agency he or she represents, and describe the circumstances relating to the order.)

Name of person who directed notification	Agency

Describe circumstances relating to order

Continued on additional page(s)



**9. PROJECT CATEGORY**

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**11. PROJECT IMPACTS**

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Refer to the attached Supplemental Information.

Continued on additional page(s)

B. Will the project affect any vegetation?

Yes (Complete the tables below)  No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below)  No  Unknown

Refer to the attached Supplemental Information.

Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

Search of California Natural Diversity Database Honker Bay and Antioch North quadrangles

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study)  No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



**13. PERMITS**

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. <u>Regional Water Quality Control Board 401 WQC</u>	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
B. <u>U.S. Army Corps of Engineers Permit</u>	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
C. <u>San Francisco Bay Conservation and Development Commission (only for material placement at SF-9)</u>	<input checked="" type="checkbox"/> Applied	<input type="checkbox"/> Issued
D. Unknown whether <input type="checkbox"/> local, <input type="checkbox"/> State, or <input type="checkbox"/> federal permit is needed for the project. (Check each box that applies)		
<input type="checkbox"/> Continued on additional page(s)		

**14. ENVIRONMENTAL REVIEW**

A. Has a <u>CEQA</u> lead agency been determined?			<input type="checkbox"/> Yes (Complete boxes B, C, D, E, and F)	<input checked="" type="checkbox"/> No (Skip to box 14.G)
B. CEQA Lead Agency	Anticipated to be Regional Water Quality Control Board			
C. Contact Person		D. Phone Number		
E. Has a draft or final document been prepared for the project pursuant to CEQA and/or NEPA?				
<input checked="" type="checkbox"/> Yes (Check the box below for each CEQA or NEPA document that has been prepared and enclose a copy of each.)				
<input type="checkbox"/> No (Check the box below for each CEQA or NEPA document listed below that will be or is being prepared.)				
<input checked="" type="checkbox"/> Notice of Exemption	<input type="checkbox"/> Mitigated Negative Declaration	<input type="checkbox"/> NEPA document (type):		
<input type="checkbox"/> Initial Study	<input type="checkbox"/> Environmental Impact Report	_____		
<input type="checkbox"/> Negative Declaration	<input type="checkbox"/> Notice of Determination (Enclose)	_____		
<input type="checkbox"/> THP/ NTMP	<input type="checkbox"/> Mitigation, Monitoring, & Reporting Plan	_____		
F. State Clearinghouse Number (if applicable)				
G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14 § 15378).				
The project described in this notification is the "whole project."				
<input type="checkbox"/> Continued on additional page(s)				



Applicant Name: City of Pittsburg (rep. Fritz McKinley)

Project Name: Pittsburg Marina and Shoreline Maintenance Dredging

## ATTACHMENT D

### Routine Maintenance

Complete this attachment only when notifying for routine maintenance activities that will be recurring over the term of the agreement, such as maintaining a number of existing private or public facilities, including but not limited to canals, channels, culverts, and ditches. Submit this form with the completed notification form (DFW 2023).

**I. REGULARLY RE-OCCURRING MAINTENANCE ACTIVITIES (Check all that apply)**

- Sediment removal ( concrete-lined lake or stream or  earthen lake or stream):
- In and around bridges, culverts, storm drain outlets, and/or water diversion structure
  - Stream channel bed
  - Stream channel bank(s)
  - Pond or lake
  - Marina basin
  - Detention basin
  - Boat launch channel
  - Other: \_\_\_\_\_

Method (heavy equipment, suction dredge, etc.) – specify: Material will be mechanically dredged using a clamshell bucket or excavator, loaded into scows or barges, and transported to the appropriate disposal/placement site.

Estimated total cumulative sediment volume removed annually: up to 50,000 cubic yards

Estimated total cumulative area impacted by sediment removal annually: less than 38.2 acres

Estimated recurrence frequency for sediment removal: Annually

- Vegetation management:
- Limbing and/or trimming of branches and tree limbs
  - Removal under high power lines
  - Removing fallen trees
  - Removing dead (not dormant) trees and shrubs
    - Stump left intact
    - Stump removal – specify: \_\_\_\_\_



Existing facilities:

Erosion within existing facilities and easements

New erosion repair

Repair at existing erosion control sites

Other: \_\_\_\_\_

Road maintenance (e.g. repair or re-grade) of existing rights of way

Minor bridge work –  work from bank or  work in-channel (describe on a separate page if the work requires dewatering):

Reinforcing pilings

Reinforcing aprons

Painting (access and falsework)

Paint removal – specify method: \_\_\_\_\_

Other: \_\_\_\_\_

Specify materials and equipment: \_\_\_\_\_

Minor culvert repair:

Repairing wingwalls within existing footprint

Repairing scour protection within existing footprint – provide detail:

Other: \_\_\_\_\_

Maintenance of stormwater outfalls and drop-inlet culverts

Erosion repair

Flow dissipaters

Servicing of water quality monitoring stations, stream gages, etc.

Boat launch repair

Graffiti removal and abatement from bridges, culverts, and other instream structures

Removal of trash and debris from:

Within channels

Head gates, screens, racks, pilings and piers

Other: \_\_\_\_\_

**Notice of Exemption**

**To:**  
Office of Planning and Research  
*For U.S. Mail:*  
P.O. Box 3044  
Sacramento, CA 95812-3044

**From:**  
Department of Fish and Wildlife  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534



*Street Address:*  
1400 Tenth Street  
Sacramento, CA 95814

**Project Title:** Pittsburg Marina and Shoreline Maintenance Dredging (Lake or Streambed Alteration Agreement No. 1600-2019-0071-R3)

**Project Location:** The project is located in New York Slough, a tributary of San Pablo Bay, at Pittsburg Marina, in the city of Pittsburg, county of Contra Costa, State of California; Latitude 38.0362, Longitude -121.8833.

**Project Description:** The California Department of Fish and Wildlife has executed Lake and Streambed Alteration Agreement number 1600-2019-0071-R3, pursuant to Section 1602 of the Fish and Game Code to City of Pittsburg.

The project is limited to dredging using a clamshell bucket or excavator to remove accumulated sediment. Material will be mechanically dredged, loaded into scows or barges, and transported to the appropriate disposal/placement site. Dredged material will be characterized to determine suitability for in-Bay disposal at the Carquinez Strait Disposal Site (SF-9) and beneficial reuse at the Montezuma Wetlands Restoration Project (MWRP).

**Public Agency Approving Project:** CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

**Person or Public Agency Carrying Out Project:** City of Pittsburg

**Exempt Status:**

- Statutory Exemption.
- Categorical Exemption. Type – Class (4); California Code of Regulations, title 14, section 15304(g)

**Reasons why project is exempt:** Project is limited to maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

**CDFW Contact Person:** Jennifer Rippert, Environmental Scientist (707) 428-2069

*Signature:* Karen Heiss for *Date:* September 16, 2019  
James Starr, Environmental Program Manager

Date received for filing at OPR: \_\_\_\_\_

# San Francisco Bay Conservation and Development Commission

455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

## BCDC Original

BCDC PERMIT NO. M2019.008.00

August 7, 2019

City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565

**ATTENTION:** Mr. Fritz McKinley

Ladies and Gentlemen

### I. Authorization

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

**Location:** In the Commission's Bay jurisdiction at the Carquinez Strait (SF-9) Disposal Site, and Primary Management Area of the Suisun Marsh at the Montezuma Wetlands Restoration Project (MWRP) both located in Solano County (Exhibit A).

**Description:** Place up to 457,000 cy of sediment dredged from the Pittsburg Marina, including: (1) Basin I (Yacht Club Harbor); (2) Basin II (Lowy Basin); (3) Basin III; (4) Marina Park (Residential Channel); and (5) the Launch Ramp (Exhibit B) at the state- and federally-authorized Carquinez Strait (SF-9) disposal site, or other approved in-Bay disposal site, and beneficially reuse the sediment at MWRP, or other approved beneficial reuse site over a ten-year period.

B. This authority is generally pursuant to and limited by your original application dated March 5, 2019, including its accompanying exhibits and all supplemental information, and all conditions of this permit.

C. The work authorized herein must commence prior to August 30, 2020, or this amended permit will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed by August 7, 2029, unless an extension of time is granted by amendment of this permit.



# San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 415 352 3606

State of California | Gavin Newsom – Governor | [info@bcdc.ca.gov](mailto:info@bcdc.ca.gov) | [www.bcdc.ca.gov](http://www.bcdc.ca.gov)

August 7, 2019

City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565  
ATTN: Mr. Frits McKinley

**SUBJECT: BCDC Permit No. M2019.008.00**

Dear Mr. McKinley:

Enclosed please find an original of BCDC Permit No. M2019.008.00, stamped "BCDC Original," and one copy, stamped "Permittee's Copy," both executed by the Executive Director.

You must: (1) complete the acknowledgment section of the permit stamped "BCDC Original," which indicates that you have read and that you understand all of the terms and conditions of the permit; and (2) return the entire "BCDC Original" to the Commission's office within a ten-day time period. You should retain the copy stamped "Permittee's Copy" for your records along with the Notice of Completion, which must be returned to us upon project completion.

Furthermore, your permit contains special conditions, which require you to take certain specific actions. The special conditions regarding dredged sediment disposal require you to: (1) notify the Executive Director 45 days prior to the commencement of any in-Bay disposal and request episode approval; and (2) submit post dredging/disposal reports within 30 days of completing any dredging/disposal event. Please understand that no work may commence on the project until the permit stamped "BCDC Original" is executed and returned to the Commission.

Until the Commission receives the executed permit, you do not have the necessary authorization for the work authorized under the permit. The commencement of any work within the Commission's jurisdiction without the necessary authorization from the Commission is a violation of the McAteer-Petris Act and could subject you to substantial fines. If you should have any questions regarding the permit or the procedure outlined above, please contact me at 415-352-3624 or [anniken.lydon@bcdc.ca.gov](mailto:anniken.lydon@bcdc.ca.gov).



Sincerely,



Anniken Lydon  
Senior Environmental Scientist (Specialist)

San Francisco Bay Conservation and Development Commission  
375 Beale Street, Suite 510  
San Francisco, California 94105  
Tel: 415-352-3600  
Fax: 415-352-3606  
Email: [info@bcdc.ca.gov](mailto:info@bcdc.ca.gov)  
Website: [www.bcdc.ca.gov](http://www.bcdc.ca.gov)

cc:

Mr. James Mazza, U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch  
(Debra O'Leary, USACE File #2001-26215)  
Ms. Beth Christian, San Francisco Bay Regional Water Quality Control Board,  
Attn: Certification Section  
Mr. Sam Ziegler, U.S. Environmental Protection Agency  
Mr. Arn Aarreberg, California Department of Fish and Wildlife  
Ms. Jennifer Rippert, California Department of Fish and Wildlife  
Ms. Kim Squires, U.S. Fish and Wildlife Service  
Mr. Ryan Olah, U.S. Fish and Wildlife Service  
Mr. Gary Stern, NOAA National Marine Fisheries Service  
County of Solano, Planning Department  
County of Contra Costa, Planning Department

Enclosure:

AL/cj

# San Francisco Bay Conservation and Development Commission

455 Golden Gate Avenue, Suite 10600, San Francisco, California 94102 tel 415 352 3600 fax 415 352 3606

**BCDC PERMIT NO. M2019.008.00**

August 7, 2019

City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565

**ATTENTION:** Mr. Fritz McKinley

Ladies and Gentlemen

## **I. Authorization**

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

**Location:** In the Commission's Bay jurisdiction at the Carquinez Strait (SF-9) Disposal Site, and Primary Management Area of the Suisun Marsh at the Montezuma Wetlands Restoration Project (MWRP) both located in Solano County (Exhibit A).

**Description:** Place up to 457,000 cy of sediment dredged from the Pittsburg Marina, including: (1) Basin I (Yacht Club Harbor); (2) Basin II (Lowy Basin); (3) Basin III; (4) Marina Park (Residential Channel); and (5) the Launch Ramp (Exhibit B) at the state- and federally-authorized Carquinez Strait (SF-9) disposal site, or other approved in-Bay disposal site, and beneficially reuse the sediment at MWRP, or other approved beneficial reuse site over a ten-year period.

B. This authority is generally pursuant to and limited by your original application dated March 5, 2019, including its accompanying exhibits and all supplemental information, and all conditions of this permit.

C. The work authorized herein must commence prior to August 30, 2020, or this amended permit will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed by August 7, 2029, unless an extension of time is granted by amendment of this permit.

## **II. Special Conditions**

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

**A. Water Quality Approval.** At least 45 days prior to the commencement of any and all disposal activities authorized herein, the permittee shall submit to the Executive Director water quality certification, waste discharge requirements, or any other required approvals from the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Board). Failure to obtain such certification prior to the commencement of any dredging/disposal episode shall terminate the Commission's authorization for that episode. The Executive Director may, upon review of the Regional Board approval, either: (1) approve the disposal episode consistent with this authorization; or (2) amend this authorization, as necessary, related to water quality issues. Unless the permittee agrees to amend this authorization in a manner specified by or on behalf of the Commission, this permit shall become null and void.

**B. Ten-Year Permit for Disposal of Dredged Sediment.** The disposal and/or beneficial reuse of up to 457,000 cy or less of dredged sediment shall be completed within ten years of the date of issuance of this permit. No further disposal is authorized.

**C. Limits on Disposal.** This permit authorizes disposal of dredged sediment only from area(s) as shown on Exhibit A, dredged to the project depth of minus 7 feet MLLW plus two feet of allowable overdepth in Basins I (Yacht Club Harbor), II (Lowy Basin), III, and Marin Park (Residential Channel) area only, and to a depth of minus 5 feet MLLW plus two feet of overdepth in the Launch Ramp only. The individual dredging and disposal episodes are bound by all the language contained in the episode approval letter, any additional conditions contained therein, and the conditions of this permit. No disposal of sediment dredged from other areas is authorized by this permit.

### **D. Disposal Activity**

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

- b. a written statement to the Executive Director that contains: (1) the proposed disposal site and quantity of sediment to be disposed, and dates within which the disposal episode is proposed; (2) if applicable, a discussion as to how the volume proposed for disposal is consistent with in-Bay disposal allocations and disposal site limits; (3) the results of chemical and biological testing of sediment proposed for disposal; and (4) an alternatives analysis or Small Dredger Programmatic Alternatives Analysis (SDPAA), if in-Bay disposal is proposed, to explain why beneficial reuse of dredged sediment is infeasible.
2. **Authorization of Disposal.** The authorization for any proposed in-Bay disposal episode shall become effective only if the Commission staff: (1) informs the permittee in writing via an episode approval letter or email that the episode is consistent with the authorization provided herein, alternative disposal and beneficial reuse options are infeasible, the volume proposed for disposal is consistent with both in-Bay disposal allocations, if applicable, and the disposal site limits, and the sediment is suitable for in-Bay disposal; or (2) does not respond to the permittee's pre-disposal report within 30 days of its receipt. The permittee is bound by all the language contained in the episode approval letter. Having a Small Dredger Programmatic Alternatives Analysis (SDPAA) on file for this project shall satisfy the alternatives analysis required.
3. **Post-Dredging Requirements**
  - a. Within 30 days of completion of each dredging/disposal episode authorized by this permit and the episode approval letter, the permittee shall submit to the Commission a bathymetric map showing the actual area(s) and depths dredged including over-dredge depth based on MLLW, any dredging that occurred outside the area or below the depths authorized herein, and a written statement indicating the total volume of sediment dredged and disposed and the disposal/placement location.
  - b. If a dredging episode stops for longer than six consecutive months, the permittee must submit, before the dredging/disposal episode has resumed, notification to the Commission that dredging will begin again. If a dredging/disposal episode is suspended for more than six months, the Commission may require the permittee to complete: (1) new sediment characterization; (2) a re-survey of the dredge area; and/or (3) a revised alternative disposal option analysis.
  - c. If the dredging/disposal episode continues longer than one year, whether dredging and disposal are continual throughout the year or is fragmented within the episode, the permittee must provide the Commission with the following dredging report: (1) the actual areas and the depth dredged

based on MLLW, and any dredging that occurred outside the area dredged; (2) the actual volume of the sediment dredged; and (3) the volume and location of the sediment disposal. The dredging/disposal report must be submitted no later than one year after the commencement of the episode, and must be submitted every six months thereafter throughout the life of the permit or until the episode is complete. The Commission may require additional sediment characterization, bathymetric surveys, and/or alternative disposal analyses at the commencement of the next episode. Within 30 days of the completion of the episode, the permittee must submit a dredging/disposal report as described in Special Condition 3a.

**E. Seasonal Limitations.** Except as provided below, all disposal activities shall be confined to the work window, between **August 1<sup>st</sup>** and **November 30<sup>th</sup>** of any year, as established by the multi-agency Long-Term Management Strategy (LTMS) programmatic work windows. The August 1<sup>st</sup> to November 30<sup>th</sup> work window authorized is consistent with Tables F-1 and F-2 of Appendix F, "In-Bay Disposal and Dredging", and Figures 3.2 and 3.3 of the LTMS Management Plan (2001) as amended by U.S. Fish and Wildlife Service (FWS) on May 28, 2004, and the NMFS Biological Opinion dated July 9, 2015. In-Bay disposal activities shall be confined to this work window to minimize disturbance to the following endangered and special status species:

<b>Species of Concern</b>	<b>Work Window Period</b>	<b>Consulting Agency</b>
<i>Delta smelt</i>	<i>August 1<sup>st</sup> to November 30<sup>th</sup></i>	<i>USFWS, CDFW</i>
<i>Chinook salmon</i>	<i>June 1<sup>st</sup> to November 30<sup>th</sup></i>	<i>NMFS, CDFW</i>
<i>Steelhead trout</i>	<i>June 1<sup>st</sup> to November 30<sup>th</sup></i>	<i>NMFS</i>

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

Placement of dredged sediment at a beneficial reuse site, such as MWRP, may occur after the above referenced work window, but the permittee shall request approval for such activities from the Executive Director prior to working outside the work window. No in-Bay disposal inconsistent with the time and location limits contained in the LTMS Management Plan Figures 3.2 and 3.3, as amended by the programmatic Biological Opinions, may be conducted without the approval of the Executive Director, provided that such approval may only be issued after (1) consultation between the U.S. Army Corps of Engineers (USACE) and USFWS has occurred; (2) individual consultation with CDFW has been conducted and the results of that consultation are provided to the Commission staff for review; and (3) the Executive Director has determined that disposal outside of the work window is consistent with the Commission's laws and policies.

**F. Longfin Smelt.** If, at any time during the life of this permit, any new laws, policies or regulations require measures to protect longfin smelt from potential adverse impacts of dredged sediment disposal, and/or beneficial reuse of dredged sediment, this permit shall become null and void unless the permittee agrees to amend this authorization to comply with the new laws, policies, or regulations in a manner specified by or on behalf of the Commission.

**G. Streambed Alteration Permit (SAA).** The permittee shall obtain a final Streambed Alteration Agreement (CDFW No. 1600-2019-0071-R3) from CDFW, prior to initiating any work authorized in this permit. The permittee shall submit the final document to the Commission staff for review. If conditions in the SAA conflict with this permit, the permit shall request and agree to amend this authorization in a manner specified by or on behalf of the Commission to be consistent with the SAA, if necessary. If the permittee does not agree to amend this permit, this permit and potentially future episodes shall become null and void.

**H. Monitoring and Enforcement.** The permittee shall allow the Commission staff or representatives of other state or federal agencies to come aboard the dredge or barge associated with any dredging or disposal episode subject to reasonable safety and operational considerations and observe the operation(s) to ensure that these activities are consistent with pre-dredging and disposal reports required herein and other terms and conditions of this permit. Further, the Commission reserves the right to have post-dredging reports inspected by a reliable third party familiar with bathymetric mapping in order to verify the contents of these reports. If a third party selected by or on behalf of the Commission indicates that a post-dredging report is inaccurate, the Commission reserves the right to require the permittee to submit a revised report that meets the conditions of this permit. If the Commission determines that the post-dredging report indicates that work or disposal has occurred beyond that authorized by this permit, such violation may result in the initiation of enforcement action by or on behalf of the Commission.

**I. Long-Term Management Strategy Program.** If, at any time during the effective life of this permit, the Commission's laws, Bay Plan policies, or regulations are changed and are in effect regarding dredging, dredged sediment disposal, and beneficial reuse consistent with the multi-agency LTMS, this permit shall become null and void unless the permittee agrees to amend this authorization to meet the new laws, policies, or regulations in a manner specified by or on behalf of the Commission.

### **III. Findings and Declarations**

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

**A. Original Project.** The project authorized by this permit involves disposal of up to 457,000 cy of dredged sediment over a ten year period at the Carquinez Strait (SF-9) disposal site in the Commission's Bay jurisdiction pursuant to Regulation Section 10602(e)(1)(C) by a

**PERMIT NO. M2019.008.00**

City of Pittsburg

August 7, 2019

Page 6

small dredger as defined in Regulation Section 10727, and potential for some beneficial reuse of dredged sediment at the Montezuma Wetlands Restoration Project in Suisun Marsh pursuant to Regulation Section 10602(g), which would involve placement of the sediment in an upland portion of the Commission's jurisdiction. The project as authorized in this permit is therefore a "minor repair or improvement" for which the Executive Director may issue a permit, pursuant to Government Code Section 66632(f) and Regulation Section 10622(a).

**B. Consistency with Commission Law and Policies.** The project authorized herein is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that: (1) the project serves a water-oriented use for navigational safety for recreational vessels at the Pittsburg Marina, (2) the dredging and disposal is the minimum amount necessary for the project, (3) dredged sediment will be disposed in accordance with the LTMS Program. Although the dredging portion of the project is outside the Commission's jurisdiction it is considered herein as the source of the dredged sediment that would be disposed of at specified in-Bay placement sites or at a beneficial reuse site, such as MWRP, will not adversely affect the Bay nor public access to and enjoyment of the Bay.

The permittee qualifies as a small dredger because the permittee will dredge and dispose of less than an average of 50,000 cy annually over a ten year period and meets the depth limitations specified for small dredgers. Special Condition II-E includes seasonal limitations to reduce impacts to listed species that may be present during the in-Bay disposal activities. The permittee has applied for, but has not yet received, a Streambed Alteration Agreement (SAA) from CDFW that will address the dredging activities at the Pittsburg Marina. Special Condition II-G requires the submittal of the final SAA to the Commission for review for consistency with the requirements contained herein. The Commission's Fish, Wildlife, and Other Aquatic Organisms policies say that the Commission should give appropriate consideration to the recommendations of CDFW and other agencies to avoid possible adverse effects of a proposed project on fish, other aquatic organisms and wildlife habitat. Although the dredging activities that are the subject of the SAA are outside of the Commission's jurisdiction, Special Condition II-G requires that the permittee will request an amendment of this permit if necessary due to conflicting conditions between this authorization and the CDFW SAA.

The Dredged Material Management Office (DMMO) evaluated the chemical and biological testing results on June 26, 2019 for sediment that will be dredged from the marina during the first episode of this permit, and determined that the sediment from Basin II (Low Basin) is suitable for placement in-Bay at SF-9, or for beneficial reuse at MWRP or the Cullinan Ranch Restoration Project. All future episodes of dredging/disposal will need to be evaluated for sediment suitability and disposal following submittal and review of test results as required in Special Condition II-D-1-b, or through requests for exemptions from testing submitted to the regulatory agencies individually or through the DMMO.



**PERMIT NO. M2019.008.00**

City of Pittsburg

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Page 7

C. **Public Trust.** The subtidal lands that are proposed to be dredged are lands granted to the City of Pittsburg by the California Legislature in 2011 in Senate Bill No. 551. Although the dredging activities are outside the Commission's jurisdiction, the Commission finds that the disposal of the dredged sediment as authorized herein at designated in-Bay locations or at a currently permitted beneficial reuse site is consistent with public trust needs for the area because these activities ensure navigational safety, maintenance of water-oriented recreation, and the project is conditioned herein to assure the Bay's fisheries and wildlife habitat will be maintained. The project is consistent with the terms of the legislative grant.

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

E. **California Environmental Quality Act.** On July 17, 2019, the Water Board determined that the project is categorically exempt from the requirements of CEQA pursuant to section 15304(g) because it is maintenance dredging that involves minor alterations to land and disposal in an area authorized by applicable state and federal regulatory agencies. Pursuant to Public Resources Code Division 13 Section 21084, the project authorized by this permit is categorically exempt from the California Environmental Quality Act (CEQA) requirement to prepare an environmental impact report unless the project will result in any significant effect on the environment. This project is not likely to have a significant impact on the environment, unless the project will result in significant effects, such as take of a listed species, that are not covered by the LTMS Policy Environmental Impact Statement/Programmatic Environmental Impact Report.

F. **Administrative Listing.** Pursuant to Regulation Section 10620, this project was listed with the Commission on August 1, 2019.

G. **Enforcement Program and Civil Penalties.** The Commission has an enforcement program that reviews its permits for compliance. The Commission may issue cease and desist and civil penalty orders if violations are discovered. The McAteer-Petris Act provides for the imposition of administrative civil penalties ranging from \$10 to \$2,000 per day up to a maximum of \$30,000 per violation. The Act also provides for the imposition of court-imposed civil penalties of up to \$30,000 in addition to any other penalties, penalties for negligent violations of between \$50 and \$5,000 per day, knowing and intentional penalties of between \$100 and \$10,000 per day, and exemplary penalties, which are supplemental penalties, in an amount necessary to deter future violations. In addition, anyone who places fill, extracts sediments, or makes any substantial change in use of any water, land or structure within the area of the Commission's jurisdiction without securing a permit from the Commission is guilty of a misdemeanor.

#### **IV. Standard Conditions**

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

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

C. **Permit Assignment.** The rights, duties, and obligations contained in this permit are assignable. When the permittee(s) transfer any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this permit, the permittee(s)/transferors and the transferees shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignees execute and the Executive Director receives an acknowledgment that the assignees have read and understand the permit and agree to be bound by the terms and conditions of the permit, and the assignees are accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the permit.

D. **Permit Runs With the Land.** Unless otherwise provided in this permit, the terms and conditions of this permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

E. **Other Government Approvals.** All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This permit does not relieve the permittee(s) of any obligations imposed by State or Federal law, either statutory or otherwise.

F. **Built Project must be Consistent with Application.** Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the permit and any plans approved in writing by or on behalf of the Commission.

G. **Life of Authorization.** Unless otherwise provided in this permit, all the terms and conditions of this permit shall remain effective for so long as the permit remains in effect or for so long as any use or construction authorized by this permit exists, whichever is longer.

H. **Commission Jurisdiction.** Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any

**PERMIT NO. M2019.008.00**

City of Pittsburg

August 7, 2019

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substantial change in use authorized by this permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.

I. **Changes to the Commission's Jurisdiction as a Result of Natural Processes.** This permit reflects the location of the shoreline of San Francisco Bay when the permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this permit does not guarantee that the Commission's jurisdiction will not change in the future.

J. **Violation of Permit May Lead to Permit Revocation.** Except as otherwise noted, violation of any of the terms of this permit shall be grounds for revocation. The Commission may revoke any permit for such violation after a public hearing held on reasonable notice to the permittee(s) or their assignees if the permit has been effectively assigned. If the permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this permit shall be removed by the permittee(s) or their assignees if the permit has been assigned.

K. **Should Permit Conditions Be Found to be Illegal or Unenforceable.** Unless the Commission directs otherwise, this permit shall become null and void if any term, standard condition, or special condition of this permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this permit becomes null and void, any fill or structures placed in reliance on this permit shall be subject to removal by the permittee(s) or their assignees if the permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

L. **Permission to Conduct Site Visit.** The permittee(s) shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

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



LAWRENCE J. GOLDZBAND  
Executive Director

San Francisco Bay Conservation  
and Development Commission

**PERMIT NO. M2019.008.00**

City of Pittsburg

August 7, 2019

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LG/al/cj

cc:

Mr. James Mazza, U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch  
(Debra O'Leary, USACE File #2001-26215)

Ms. Beth Christian, San Francisco Bay Regional Water Quality Control Board,  
Attn: Certification Section

Mr. Sam Ziegler, U.S. Environmental Protection Agency

Mr. Arn Aarreberg, California Department of Fish and Wildlife

Ms. Jennifer Rippert, California Department of Fish and Wildlife

Ms. Kim Squires, U.S. Fish and Wildlife Service

Mr. Ryan Olah, U.S. Fish and Wildlife Service

Mr. Gary Stern, NOAA National Marine Fisheries Service

County of Solano, Planning Department

County of Contra Costa, Planning Department

\* \* \* \* \*

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

Executed at \_\_\_\_\_

\_\_\_\_\_

**Permittee**

On \_\_\_\_\_

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

\_\_\_\_\_

**Print Name and Title**

Exhibit A - M2019.008.00  
City of Pittsburg



Publish Date: 2019/07/11 3:58 PM | User: impratschiner  
Filepath: K:\Projects\0906-City of Pittsburg\Sediment Characterization-DMMO\0906-RP-001 (VMAP) - Standard\0906-RP-001 (VMAP).dwg FIG 1



**Figure 1**  
**Vicinity Map**  
City of Pittsburg Maintenance Dredging

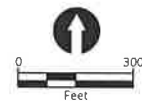
Pittsburg Marina and Shoreline Dredge Depths and Areas

Dredging Location	Area (acres)	Depth (feet MLLW)	
		Approximate 1	Proposed
Basin I (Yacht Club Harbor)	2.3	-2 ft to -7 ft	-7 (Plus 2-foot Overdredge)
Basin II (Lowy Basin)	10.7	-2 ft to -7 ft	-7 (Plus 2-foot Overdredge)
Basin III	17.3	-3 ft to -7 ft	-7 (Plus 2-foot Overdredge)
Marina Park (Residential Channel)	7.4	-3 ft to -7 ft	-7 (Plus 2-foot Overdredge)
Launch Ramp	0.5	-2 ft to -6 ft	-5 (Plus 2-foot Overdredge)

Notes:  
 1. Existing depths recorded in 2018 bathymetric survey.



SOURCE: Aerial from BING Maps. Bathymetric surface from eTrac Inc, dated December 4, 2018.  
 HORIZONTAL DATUM: California State Plane, Zone 3, NAD83, U.S. Feet.  
 VERTICAL DATUM: Mean Lower Low Water (MLLW).



Pittsburg City: 2019-02-19 11:25 AM | User: jhinds@pittsburgca.gov  
 Filepath: K:\projects\2019-02-19 11:25 AM | User: jhinds@pittsburgca.gov\2019-02-19 11:25 AM | User: jhinds@pittsburgca.gov



Figure 2  
 Plan Map  
 Pittsburg Marina and Shoreline Maintenance Dredging  
 City of Pittsburg

# **PITTSBURG MARINA BASIN III MAINTENANCE DREDGING**

## **APPENDIX B**





### **GRAIN SIZE INFORMATION AND CORE LOGS**

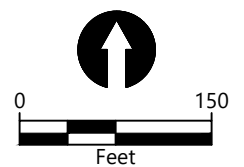




**SOURCE:** Aerial from Bing Maps. Bathymetric surface from eTrac Inc., dated October 19, 2020.  
**HORIZONTAL DATUM:** California State Plane, Zone 3 (NAD83), U.S. Survey Feet.  
**VERTICAL DATUM:** Mean Lower Low Water (MLLW)

**LEGEND:**

- |   |                                   |   |   |
|---|-----------------------------------|---|---|
|  | Dredge Unit Boundaries            | $(-7 + 2)$  | Dredge Depth (feet MLLW) + Overdepth (feet) |
|  | Dredge Footprint                  | $-16.5$   | Existing Bathymetric Sounding               |
|  | BIII-DU# Actual Sampling Location |  | Proposed Sampling Location                  |



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**Figure 3**  
**Existing Bathymetry, Dredge Unit Boundaries, and Sampling Locations for Basin III**



**Table 2**  
**Sampling Data for Basin III**

Sample ID	Attempt <sup>1</sup>	Latitude <sup>2</sup>	Longitude <sup>2</sup>	Mudline Elevation (feet MLLW)	Design Depth plus 2 Feet of Overdepth (feet MLLW)	Core Length Retrieved (feet)	Core Length Analyzed in Composite (feet)	Depth Analyzed in Composite (feet MLLW)	Z-Layer Depth Archived (feet MLLW)
BIII-DU1-01	1	38° 02.5043'	121° 53.3206'	-5.9	-9.0	5.5	3.1	-9.0	-9.0 to -9.5
BIII-DU1-01	2	38° 02.5043'	121° 53.3206'	-5.9	-9.0	4.7	3.1	-9.0	N/A
BIII-DU1-02	1	38° 02.4875'	121° 53.2326'	-5.9	-9.0	3.8	3.1	-9.0	-9.0 to -9.5
BIII-DU1-02	2	38° 02.4863'	121° 53.2347'	-6.0	-9.0	3.5	3.0	-9.0	N/A
BIII-DU1-03	1	38° 02.4717'	121° 53.3023'	-5.4	-9.0	4.9	3.6	-9.0	-9.0 to -9.5
BIII-DU1-03	3	38° 02.4717'	121° 53.3023'	-5.4	-9.0	4.5	3.6	-9.0	N/A
BIII-DU1-04	3	38° 02.4486'	121° 53.2664'	-4.4	-9.0	3.2	3.2	-7.6	N/A <sup>3</sup>
BIII-DU1-04	4	38° 02.4486'	121° 53.2664'	-4.4	-9.0	2.8	2.8	-7.2	N/A
BIII-DU1-05	2	38° 02.4539'	121° 53.2245'	-4.6	-9.0	3.3	3.3	-7.9	N/A
BIII-DU1-05	3	38° 02.4546'	121° 53.2240'	-4.7	-9.0	3.0	3.0	-7.7	N/A <sup>3</sup>
BIII-DU2-01	1	38° 02.4455'	121° 53.1827'	-5.4	-9.0	5.0	3.6	-9.0	-9.0 to -9.5
BIII-DU2-01	2	38° 02.4455'	121° 53.1827'	-5.4	-9.0	5.6	3.6	-9.0	N/A
BIII-DU2-02	1	38° 02.4235'	121° 53.1977'	-4.8	-9.0	5.8	4.2	-9.0	-9.0 to -9.5
BIII-DU2-02	2	38° 02.4235'	121° 53.1977'	-4.8	-9.0	5.5	4.2	-9.0	N/A
BIII-DU2-03	1	38° 02.4121'	121° 53.1587'	-5.0	-9.0	4.3	4.0	-9.0	N/A
BIII-DU2-03	2	38° 02.4121'	121° 53.1587'	-5.0	-9.0	5.4	4.0	-9.0	-9.0 to -9.5
BIII-DU2-04	1	38° 02.3994'	121° 53.2006'	-4.2	-9.0	4.9	4.8	-9.0	N/A
BIII-DU2-04	3	38° 02.3994'	121° 53.2006'	-4.2	-9.0	5.8	4.8	-9.0	-9.0 to -9.5
BIII-DU2-05	1	38° 02.3750'	121° 53.1815'	-5.0	-9.0	5.3	4.0	-9.0	-9.0 to -9.5
BIII-DU2-05	2	38° 02.3750'	121° 53.1815'	-5.0	-9.0	4.2	4.0	-9.0	N/A
BIII-DU3-01	1	38° 02.4347'	121° 53.3140'	-4.8	-9.0	5.2	4.2	-9.0	-9.0 to -9.5

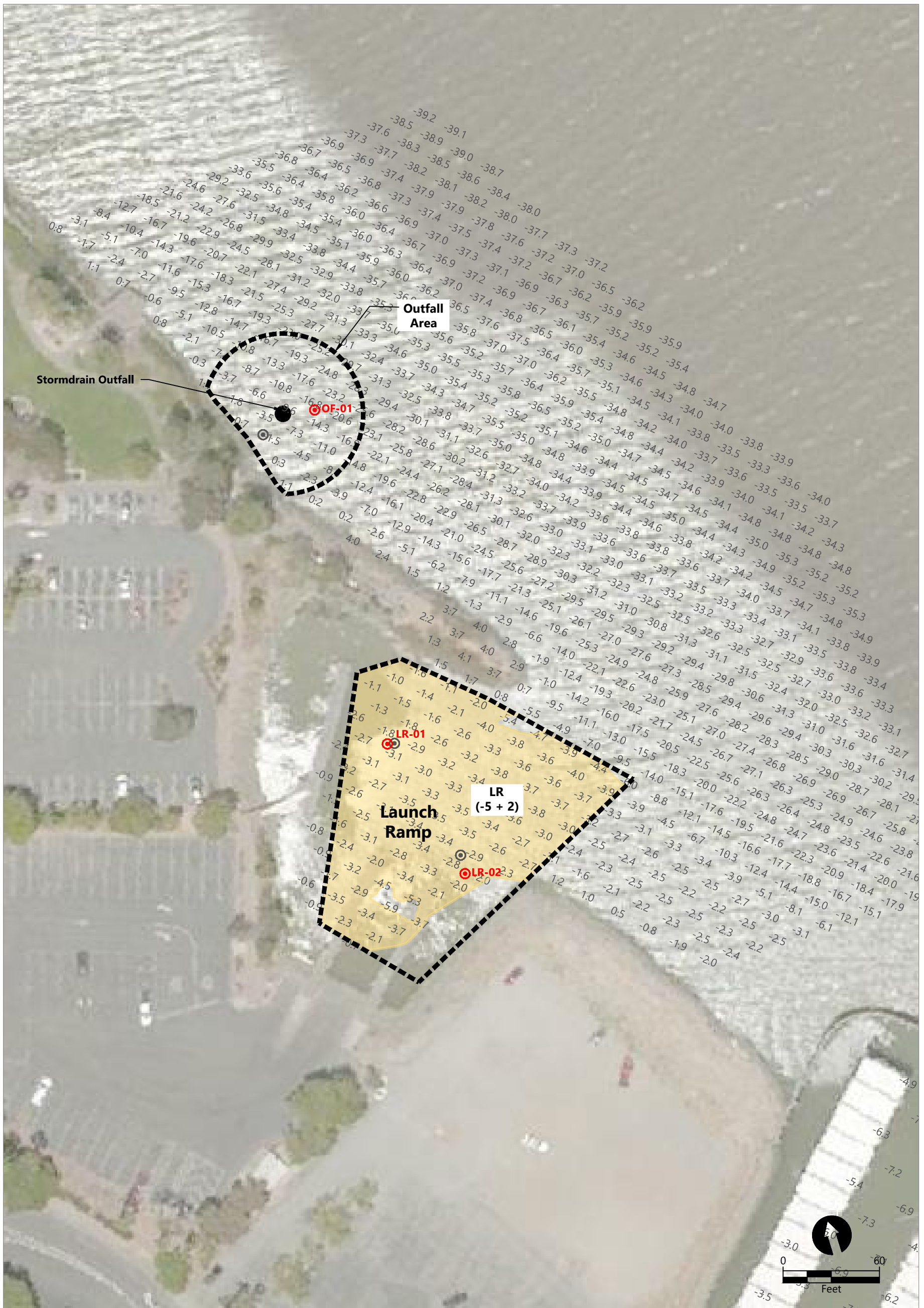
Sample ID	Attempt <sup>1</sup>	Latitude <sup>2</sup>	Longitude <sup>2</sup>	Mudline Elevation (feet MLLW)	Design Depth plus 2 Feet of Overdepth (feet MLLW)	Core Length Retrieved (feet)	Core Length Analyzed in Composite (feet)	Depth Analyzed in Composite (feet MLLW)	Z-Layer Depth Archived (feet MLLW)
BIII-DU3-01	2	38° 02.4347'	121° 53.3140'	-4.8	-9.0	5.6	4.2	-9.0	N/A
BIII-DU3-02	1	38° 02.4216'	121° 53.2714'	-5.3	-9.0	4.6	3.7	-9.0	-9.0 to -9.5
BIII-DU3-02	2	38° 02.4216'	121° 53.2714'	-5.3	-9.0	4.7	3.7	-9.0	N/A
BIII-DU3-03	1	38° 02.4063'	121° 53.3108'	-5.8	-9.0	4.7	3.2	-9.0	-9.0 to -9.5
BIII-DU3-03	2	38° 02.4063'	121° 53.3108'	-5.8	-9.0	3.4	3.2	-9.0	N/A
BIII-DU3-04	1	38° 02.3738'	121° 53.2941'	-5.4	-9.0	4.7	3.6	-9.0	-9.0 to -9.5
BIII-DU3-04	2	38° 02.3738'	121° 53.2941'	-5.4	-9.0	4.7	3.6	-9.0	N/A
BIII-DU3-05	2	38° 02.3620'	121° 53.3338'	-5.1	-9.0	5.4	3.9	-9.0	-9.0 to -9.5
BIII-DU3-05	3	38° 02.3620'	121° 53.3338'	-5.1	-9.0	5.0	3.9	-9.0	N/A

Notes:

1. Table only includes successful attempts where sediment was retained for analysis. Unsuccessful attempts are shown in the field logs (Appendix A).
2. Geographic coordinates, NAD83, shown in degrees and minutes
3. Refusal; Z-layer depth not achieved; bottom 0.5 foot of core archived

**Table 4**  
**Summary of Sediment Chemistry Results**

Task	PittsburgMarina-2021	PittsburgMarina-2021	PittsburgMarina-2021	San Francisco Bay			MWRP	
	Location ID BIII-DU1-COMP Sample ID BIII-DU1-COMP-052521 Sample Date 5/25/2021 Sample Type N Matrix SE	Location ID BIII-DU2-COMP Sample ID BIII-DU2-COMP-052621 Sample Date 5/26/2021 Sample Type N Matrix SE	Location ID BIII-DU3-COMP Sample ID BIII-DU3-COMP-052421 Sample Date 5/24/2021 Sample Type N Matrix SE	Ambient Conditions (2015)	BT	TMDL Limit	Cover	Foundation
<b>Chemical</b>								
<b>Conventional Parameters (pct)</b>								
Total organic carbon	3.94	2.02	0.5	--	--	--	--	--
Total solids	39.7	40.6	61.7	--	--	--	--	--
<b>Grain Size (pct)</b>								
Gravel (>2 mm)	0.05 U	0.05 U	0.05 U	--	--	--	--	--
Sand (2.0 mm–0.063 mm)	24.5	5.9	34.5	--	--	--	--	--
Silt (0.063 mm–4 µm)	58.4	68.2	48.6	--	--	--	--	--
Clay (<4 µm)	17.6	26.1	16.7	--	--	--	--	--
<b>Metals (mg/kg)</b>								
Arsenic	12.8	11.9	6.35	13.9	--	--	15.3	70
Cadmium	0.42	0.43	0.26	0.33	--	--	0.33	9.6
Chromium	82.6	96.8	57.5	--	--	--	112	370
Copper	59.5	63.4	30.1	53.9	--	--	68.1	270
Lead	24.3	19.3	12.9	25.1	--	--	43.2	218
Mercury	0.21	0.24	0.06	0.33	--	0.47	0.43	1.3
Nickel	80.1	93.7	58	98.3	--	--	112	200
Selenium	0.55	0.65	0.21	0.36	--	--	0.64	1.4
Silver	0.245 J	0.221 J	0.207 J	0.32	--	--	0.58	3.7
Zinc	143	166	72	136	--	--	158	410
<b>Organometals (µg/kg)</b>								
Butyltin (n-Butyltin)	1 U	1 U	-- R	--	--	--	--	--
Dibutyltin	1 U	1 U	1 UJ	--	--	--	--	--
Tetrabutyltin	1 U	1 U	1 U	--	--	--	--	--



**SOURCE:** Aerial from Bing Maps 2018.  
 Bathymetric contours provided by eTrac, Inc.  
 survey dated December 4-6, 2018.  
**HORIZONTAL DATUM:** California State  
 Plane, Zone 3, North American Datum  
 (NAD83), U.S. Survey Feet  
**VERTICAL DATUM:** Mean Lower Low  
 Water (MLLW)

**LEGEND:**

- Dredge Unit Boundaries
- Dredge Footprint
- Target Sampling Location
- ⊙ LR-## Actual Sampling Location
- (-5 + 2) Dredge Depth (ft MLLW) + Overdepth (ft)
- 16.5 Existing Bathymetric Sounding

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 Filepath: K:\Projects\0906-City of Pittsburgh\Sediment Characterization-DMMO\0906-RP-007 LAUNCH RAMP\_actual.dwg Figure 4



**Figure 4**  
 Existing Bathymetry, Dredge Unit Boundaries, and Actual Sampling Locations for the Launch Ramp and Associated Outfall

**Table 2**  
**Sampling Data for Pittsburg Marina**

Sample ID	Attempt	Latitude <sup>1</sup>	Longitude <sup>1</sup>	Mudline Elevation (feet MLLW)	Project Depth plus 2 Feet of Overdepth (feet MLLW)	Core Length Retrieved (feet)	Core Length Analyzed in Composite (feet)	Depth Analyzed in Composite (feet MLLW)	Z-Layer Depth Archived (feet MLLW)
LB-DU1-01	1	N38°02.203'	W121°53.026'	-5.3	-9.0	3.4	3.4	-8.7	N/A
LB-DU1-01	2	N38°02.203'	W121°53.024'	-5.5	-9.0	2.9	N/A <sup>2</sup>	N/A <sup>2</sup>	N/A <sup>2</sup>
LB-DU1-01	3	N38°02.204'	W121°53.025'	-5.5	-9.0	3.7	3.5	-9.0	-9.0 to -9.2
LB-DU1-02	1	N38°02.185'	W121°52.998'	-6.1	-9.0	3.6	2.9	-9.0	-9.0 to -9.5
LB-DU1-02	2	N38°02.185'	W121°52.998'	-6.1	-9.0	2.6	2.6	-8.7	N/A
LB-DU1-03	1	N38°02.168'	W121°52.959'	-5.8	-9.0	1.9	N/A <sup>2</sup>	N/A <sup>2</sup>	N/A <sup>2</sup>
LB-DU1-03	2	N38°02.167'	W121°52.959'	-6.2	-9.0	2.5	2.5	-8.7	N/A
LB-DU1-03	3	N38°02.168'	W121°52.96'	-6.1	-9.0	2.6	2.6	-8.7	-8.2 to -8.7 <sup>3</sup>
LB-DU1-04	1	N38°02.153'	W121°52.906'	-5.3	-9.0	4.5	3.7	-9.0	-9.0 to -9.5
LB-DU1-04	2	N38°02.153'	W121°52.906'	-5.3	-9.0	4.2	3.7	-9.0	N/A
LB-DU2-01	1	N38°02.153'	W121°52.981'	-6.8	-9.0	2.6	2.2	-9.0	-9.0 to -9.4
LB-DU2-01	2	N38°02.153'	W121°52.981'	-6.8	-9.0	0.0	N/A <sup>4</sup>	N/A <sup>4</sup>	N/A <sup>4</sup>
LB-DU2-01	3	N38°02.153'	W121°52.981'	-6.8	-9.0	2.6	2.2	-9.0	N/A
LB-DU2-02	1	N38°02.111'	W121°52.932'	-5.0	-9.0	4.9	4.0	-9.0	-9.0 to -9.5
LB-DU2-02	2	N38°02.111'	W121°52.932'	-5.0	-9.0	4.5	4.0	-9.0	N/A
LB-DU2-03	1	N38°02.102'	W121°52.988'	-6.4	-9.0	3.7	2.6	-9.0	-9.0 to -9.5
LB-DU2-03	2	N38°02.102'	W121°52.988'	-6.4	-9.0	3.6	2.6	-9.0	N/A
LB-DU2-04	1	N38°02.062'	W121°52.963'	-5.5	-9.0	3.7	3.5	-9.0	N/A
LB-DU2-04	2	N38°02.062'	W121°52.963'	-5.5	-9.0	4.4	3.5	-9.0	-9.0 to -9.5
LR-01	1	N38°02.298'	W121°53.057'	-2.7	-7.0	5.5	4.3	-7.0	-7.0 to -7.5
LR-01	2	N38°02.298'	W121°53.057'	-2.7	-7.0	4.4	4.3	-7.0	N/A

Sample ID	Attempt	Latitude <sup>1</sup>	Longitude <sup>1</sup>	Mudline Elevation (feet MLLW)	Project Depth plus 2 Feet of Overdepth (feet MLLW)	Core Length Retrieved (feet)	Core Length Analyzed in Composite (feet)	Depth Analyzed in Composite (feet MLLW)	Z-Layer Depth Archived (feet MLLW)
LR-02	1	N38°02.283'	W121°53.052'	-3.5	-7.0	5.3	3.5	-7.0	-7.0 to -7.5
LR-02	2	N38°02.283'	W121°53.052'	-3.5	-7.0	4.4	3.5	-7.0	N/A
OF-1	1	N38°02.333'	W121°53.054'	-20.7	N/A <sup>5</sup>	1.6	1.6	N/A <sup>5</sup>	N/A <sup>5</sup>
OF-1	2	N38°02.333'	W121°53.054'	-20.7	N/A <sup>5</sup>	2.6	2.6	N/A <sup>5</sup>	N/A <sup>5</sup>

Notes:

1. Geographic coordinates, NAD83, shown in degrees and minutes
  2. Refusal; low recovery; sample discarded
  3. Refusal; Z-layer depth not achieved; bottom 0.5 foot of core archived
  4. Refusal; core washed out; no recovery
  5. Project depth not defined; dredging of upper few feet of material proposed to clear outfall; sampling location moved approximately 15 feet offshore due to riprap; refusal
- NA: not applicable

**Table 3  
Sediment Sample Compositing Scheme and Testing Strategy**

Composite Sample ID	Core ID	Archive	Sediment Chemistry	SP and SPP Bioassay Testing for In-Bay	MET Chemistry and Bioassay Testing for MWRP and CRRP Cover Material	DI-WET for MWRP Foundation Material
LB-DU1-COMP	LB-DU1-01 LB-DU1-02 LB-DU1-03 LB-DU1-04	Individual cores and Z layers	Composite	Composite	Composite	Archived for potential analysis
LB-DU2-COMP	LB-DU2-01 LB-DU2-02 LB-DU2-03 LB-DU2-04	Individual cores and Z layers	Composite	Composite	Composite	Archived for potential analysis
LR/OF	LR-01 LR-02 OF-01	Individual cores and Z layers	Composite	Composite	Composite	Archived for potential analysis

**Table 4**  
**Summary of Sediment Chemistry Results**

Sample ID Sample Date Matrix	LB-DU1-COMP	LB-DU2-COMP	LR/OF-COMP	San Francisco Bay			MWRP		CRRP
	3/19/2019 SE	3/20/2019 SE	3/20/2019 SE	Ambient Conditions	BT	TMDL Limit	Cover	Foundation	
<b>Conventional Parameters (pct)</b>									
Total organic carbon	0.97	1.3	1.1	--	--	--	--	--	--
Total Solids	52.5	39.6	51.6	--	--	--	--	--	--
<b>Grain Size (pct)</b>									
Gravel (>2 mm)	0.01 U	0.01 U	0.01 U	--	--	--	--	--	--
Sand (2.00 mm - 1.00 mm)	0.01 U	0.01 U	0.01 U	--	--	--	--	--	--
Sand, coarse	0.01 U	0.01 U	0.01 U	--	--	--	--	--	--
Sand, medium	0.01 U	0.01 U	0.01 U	--	--	--	--	--	--
Sand, fine	27.5	0.01 U	1.4	--	--	--	--	--	--
Sand, very fine	16.1	5.92	17.6	--	--	--	--	--	--
Silt	41.7	70.8	60.8	--	--	--	--	--	--
Clay (<4 µm)	14.8	23.3	20.2	--	--	--	--	--	--
Total Fines (silt + clay)	56.4	94.1	81.0	--	--	--	--	--	--
<b>Metals (mg/kg)</b>									
Arsenic	6.71	10.1	4.3	13.9	--	--	15.3	70	15.3
Cadmium	0.265	0.402	0.371	0.33	--	--	0.33	9.6	0.7
Chromium	48.4 J	75 J	47.6	--	--	--	112	370	112
Copper	43.7	67.9	50.7	53.9	--	--	68.1	270	68.1
Lead	14.9	19.6	15.4	25.1	--	--	43.2	218	43.2
Mercury	0.124	0.204	0.158	0.33	--	0.47	0.43	1.3	0.43
Nickel	54.9	81.9	64.1	98.3	--	--	112	200	112
Selenium	0.12 J	0.32 J	0.31	0.36	--	--	0.64	1.4	0.64
Silver	0.69	1.13	0.248	0.32	--	--	0.58	3.7	0.58
Zinc	103 J	153 J	91.1	136	--	--	158	410	158
<b>Organometallic Compounds (µg/kg)</b>									
Butyltin (n-Butyltin)	2.6 U	3.4 U	2.1 U	--	--	--	--	--	--
Dibutyltin	1.4 U	4.3 J	2.9 J	--	--	--	--	--	--
Tetrabutyltin	1.4 U	1.8 U	1.1 U	--	--	--	--	--	--
Tributyltin	2.8 U	3.6 U	2.3 U	--	--	--	--	--	--
Total Butyltin (U = 0)	2.8 U	4.3 J	2.9 J	--	--	--	--	--	--
<b>Polycyclic Aromatic Hydrocarbons (µg/kg)</b>									
1-Methylnaphthalene	4.3 UJ	5.8 U	3.5 U	13.4	--	--	--	--	--
1-Methylphenanthrene	4.6 U	6.2 U	29	37.6	--	--	--	--	--
Trimethylnaphthalene)	3.6 U	4.8 U	6 J	7.43	--	--	--	--	--
2,6-Dimethylnaphthalene	5.6 J	4.2 U	6.8 J	13	--	--	--	--	--
2-Methylnaphthalene	4.3 U	5.8 U	4.7 J	20.8	--	--	--	--	--
Acenaphthene	4.4 U	5.8 U	22	13.5	--	--	--	--	--
Acenaphthylene	3.3 U	4.4 U	3.6 J	32.6	--	--	--	--	--
Anthracene	6.5 U	8.6 U	36	80.1	--	--	--	--	--
Benzo(a)anthracene	13 J	11 J	74	212	--	--	--	--	--
Benzo(a)pyrene	11 J	4.5 U	47	428	--	--	--	--	--
Benzo(b)fluoranthene	16 J	6.8 U	44	227	--	--	--	--	--
Benzo(e)pyrene	11 J	4.9 U	35	244	--	--	--	--	--
Benzo(g,h,i)perylene	2.9 UJ	3.8 U	12 J	416	--	--	--	--	--
Benzo(k)fluoranthene	8 J	6.9 U	37	231	--	--	--	--	--
Biphenyl (1,1'-Biphenyl)	3.5 U	4.6 U	2.8 U	11.7	--	--	--	--	--
Chrysene	17 J	11 J	93	252	--	--	--	--	--
Dibenzo(a,h)anthracene	3.6 UJ	4.8 U	2.9 U	49.9	--	--	--	--	--
Dibenzothiophene	2.5 U	3.3 U	7.9 J	16.3	--	--	--	--	--
Fluoranthene	37	43	180	620	--	--	--	--	--
Fluorene	5.8 U	7.7 U	15	27.1	--	--	--	--	--
Indeno(1,2,3-c,d)pyrene	3 UJ	3.9 U	14 J	337	--	--	--	--	--
Naphthalene	6.5 UJ	8.6 UJ	5.2 U	56.4	--	--	--	--	--
Perylene	43	19 J	79	216	--	--	--	--	--
Phenanthrene	18 J	17 J	140	176	--	--	--	--	--
Pyrene	45	53	240	791	--	--	--	--	--
Total HPAH (12 of 25) (U = 0)	201 J	137 J	855 J	3,870	--	--	--	--	--
Total LPAH (13 of 25) (U = 0)	23.6 J	17 J	271 J	574	--	--	--	--	--
Total PAH (25) (U = 0)	224 J	154 J	1,126 J	4,540	4,500	--	3,390	44,792	3,390
<b>Pesticides (µg/kg)</b>									
2,4'-DDD (o,p'-DDD)	0.54 U	0.72 U	0.43 U	0.51	--	--	--	--	--
2,4'-DDE (o,p'-DDE)	1.9 U	2.5 U	1.5 U	0.11	--	--	--	--	--
2,4'-DDT (o,p'-DDT)	0.59 U	0.79 U	0.47 U	0.04	--	--	--	--	--
4,4'-DDD (p,p'-DDD)	0.95 U	1.3 U	2.1	1.98	--	--	--	--	--
4,4'-DDE (p,p'-DDE)	1.4 J	2.6	1.9	1.98	--	--	--	--	--
4,4'-DDT (p,p'-DDT)	0.82 UJ	1.1 U	0.66 U	0.27	--	--	--	--	--

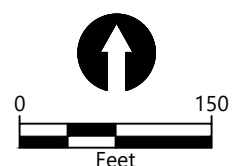




**SOURCE:** Aerial from Bing Maps. Bathymetric surface from eTrac Inc., dated July 21, 2022.  
**HORIZONTAL DATUM:** California State Plane, Zone 3 (NAD83), U.S. Survey Feet.  
**VERTICAL DATUM:** Mean Lower Low Water (MLLW)

**LEGEND:**

- |  |                            |            |   |
|--|----------------------------|------------|---|
|  | Dredge Unit Boundaries     | $(-7 + 2)$ | Dredge Depth (ft MLLW) + Overdepth (ft) |
|  | Dredge Footprint           | $.165$     | Existing Bathymetric Sounding           |
|  | Proposed Sampling Location |            | Storm Drain                             |
|  | Actual Sampling Location   |            |   |



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**Figure 3**  
**Existing Bathymetry, Dredge Unit Boundaries, and Sampling Locations for Residential Channel**

Sampling and Analysis Report  
 City of Pittsburg 2023 Dredging Program



**Table 2**  
**Sampling Data for the Residential Channel**

Station ID	Attempt <sup>1</sup>	Latitude <sup>2</sup>	Longitude <sup>2</sup>	Mudline Elevation (feet MLLW)	Project Depth plus 2 Feet of Overdredge (feet MLLW)	Core Length Retrieved (feet)	Core Length Analyzed in Composite (feet)	Elevation Analyzed in Composite (feet MLLW)	Z-Layer Elevation Archived (feet MLLW)
RC-DU1-01	1	38.038580	-121.886637	-2.9	-9.0	7.4	6.1	-9.0	-9.0 to -9.5
RC-DU1-01	2	38.038580	-121.886637	-2.9	-9.0	6.1	6.1	-9.0	--
RC-DU1-02	1	38.038093	-121.887290	-4.2	-9.0	6.6	4.8	-9.0	-9.0 to -9.5
RC-DU1-02	2	38.038093	-121.887290	-4.0	-9.0	5.0	5.0	-9.0	--
RC-DU1-03	1	38.037227	-121.887312	-4.1	-9.0	5.9	4.9	-9.0	-9.0 to -9.5
RC-DU1-03	3	38.037292	-121.887323	-3.8	-9.0	5.2	5.2	-9.0	--
RC-DU1-04	1	38.036582	-121.887822	-4.6	-9.0	3.2	3.2	-7.8	-- <sup>3</sup>
RC-DU1-04	2	38.036582	-121.887822	-4.6	-9.0	5.0	4.4	-9.0	-9.0 to -9.5
RC-DU2-01	1	38.036178	-121.887997	-4.9	-9.0	5.6	4.1	-9.0	-9.0 to -9.5
RC-DU2-01	2	37.895220	-122.502981	-5.1	-9.0	4.0	3.9	-9.0	--
RC-DU2-02	1	38.035087	-121.887998	-5.0	-9.0	7.6	4.0	-9.0	-9.0 to -9.5
RC-DU2-02	2	38.035090	-121.887997	-4.9	-9.0	4.1	4.1	-9.0	--
RC-DU2-03	1	38.034557	-121.886460	-4.0	-9.0	5.8	5.0	-9.0	-9.0 to -9.5
RC-DU2-03	2	38.034572	-121.886467	-4.0	-9.0	5.6	5.0	-9.0	--
RC-DU2-04	1	38.034517	-121.885490	-5.5	-9.0	3.4	3.4	-8.9	-- <sup>3</sup>
RC-DU2-04	2	38.034517	-121.885490	-5.5	-9.0	4.2	3.5	-9.0	-9.0 to -9.5

Notes:

1. Table only includes successful attempts where sediment was retained for analysis. Unsuccessful attempts are shown in the field logs (Appendix A).
2. Geographic coordinates, North American Datum of 1983 (NAD83), shown in decimal degrees.
3. Low recovery due to refusal; Z-layer sample collected from Attempt 2.

**Table 4**  
**Summary of Sediment Chemistry Results**

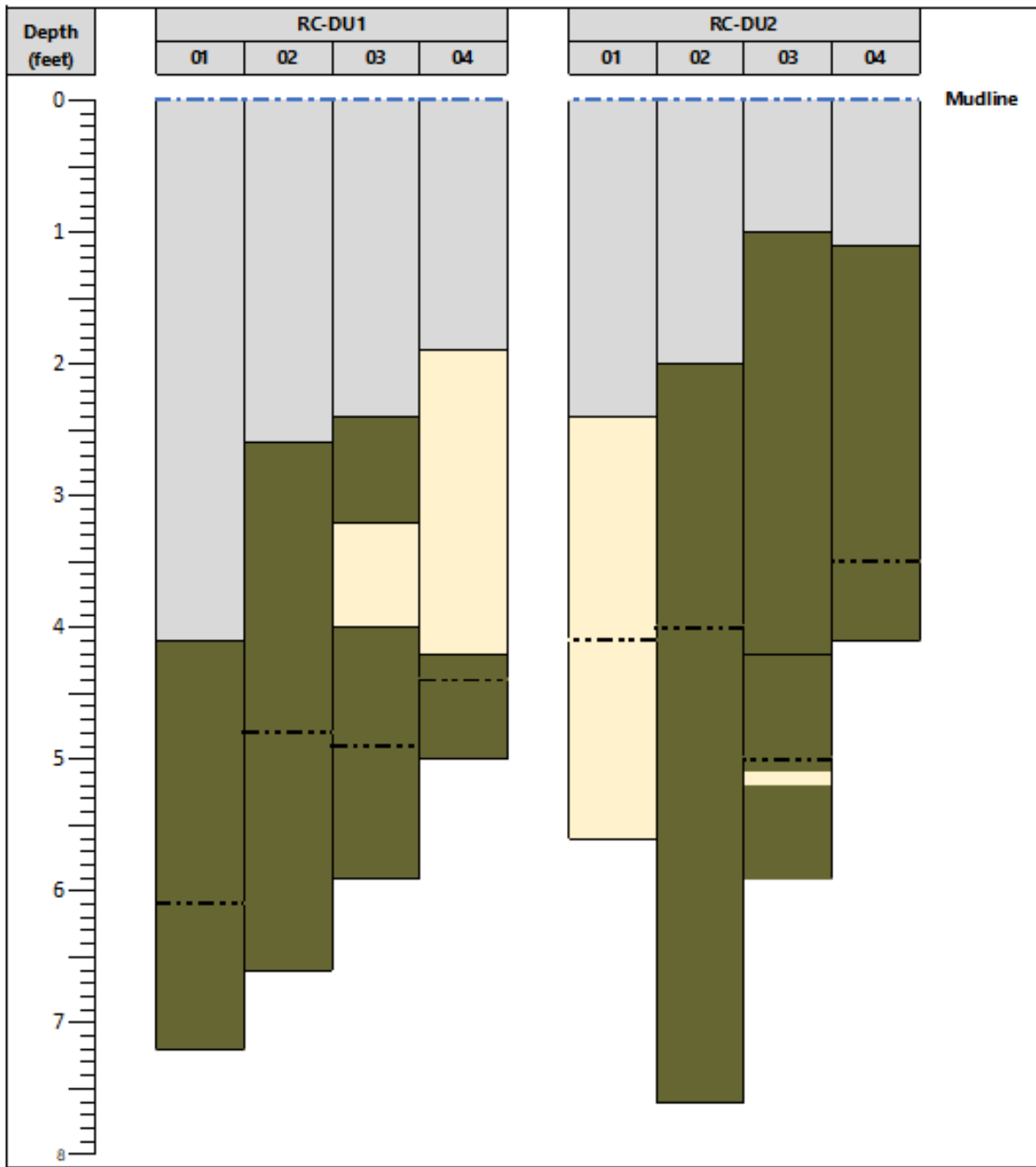
Chemical	Task Location ID Sample ID Sample Date Sample Type Matrix	PittsburgMarina- 2023Dredge RC-DU1-COMP RC-DU1-COMP-021623 2/16/2023 N SE	PittsburgMarina- 2023Dredge RC-DU2-COMP RC-DU2-COMP-021523 2/15/2023 N SE	San Francisco Bay			MWRP		CRRP
				Ambient Conditions (2015)	BT	TMDL Limit	Cover	Foundation	
<b>Conventional Parameters (pct)</b>									
Total organic carbon		0.42	0.17	--	--	--	--	--	--
Total solids @ 104C		63.9	51.2	--	--	--	--	--	--
<b>Grain Size (pct)</b>									
Clay (<4um)		10.2	5.8	--	--	--	--	--	--
Gravel (>2mm)		0.050 U	0.050 U	--	--	--	--	--	--
Sand (2.0mm – 0.063mm)		50.9	71	--	--	--	--	--	--
Silt (0.063mm – 4um)		36.5	18.7	--	--	--	--	--	--
<b>Metals (mg/kg)</b>									
Arsenic		9.55	7.87	13.9	--	--	15.3	70	15.3
Cadmium		0.24	0.161	0.33	--	--	0.33	9.6	0.7
Chromium		50.6	79.1	--	--	--	112	370	112
Copper		31.7	24.6	53.9	--	--	68.1	270	68.1
Lead		9.4	6.49	25.1	--	--	43.2	218	43.2
Mercury		0.0699 J	0.0985 J	0.33	--	0.47	0.43	1.3	0.43
Nickel		51.7	64	98.3	--	--	112	200	112
Selenium		0.344	0.217	0.36	--	--	0.64	1.4	0.64
Silver		0.516 J	0.2 J	0.32	--	--	0.58	3.7	0.58
Zinc		79.2	68.2	136	--	--	158	410	158
<b>Organometals (µg/kg)</b>									
Butyltin		1.0 UJ	1.0 UJ	--	--	--	--	--	--
Dibutyltin		1.0 UJ	1.0 UJ	--	--	--	--	--	--
Tetrabutyltin		1.0 U	1.0 U	--	--	--	--	--	--
Tributyltin		1.0 U	1.0 U	--	--	--	--	--	--
Total Butyltin (U = 0 max limit)		1 UJ	1 UJ	--	--	--	--	--	--
<b>Polycyclic Aromatic Hydrocarbons (µg/kg)</b>									
1-Methylnaphthalene		0.43 J	0.26 J	13.4	--	--	--	--	--
1-Methylphenanthrene		0.076 U	0.076 U	37.6	--	--	--	--	--

## 5 Discussion

Dredged material from the Residential Channel was characterized to determine suitability for in-Bay disposal at SF-9 and beneficial reuse at the MWRP and CRRP. Sediment concentrations from the Residential Channel were low, with only silver exceeding the San Francisco Bay ambient condition in one DU (RC-DU1). All concentrations were less than the bioaccumulation trigger, the TMDL-based in-Bay disposal limit, MWRP dredged material acceptance criteria for cover and foundation, and CRRP dredged material screening level. SP bioassay results indicated that sediment was not acutely toxic to benthic organisms and SPP bioassay results indicated that sediment does not pose a toxicity risk to water column organisms after discharge at SF-9. Modified elutriate bioassay results indicated that effluent discharged during placement at MWRP or CRRP does not pose a toxicity risk to water column organisms. Based on these results, sediments would be suitable for in-Bay disposal at SF-9 and beneficial reuse as cover at MWRP and CRRP.

However, as previously discussed, it has been over 20 years since the Residential Channel was last dredged; therefore, this project may be considered new work. Sediment from new work projects is often low moisture, deep, and consolidated. Highly consolidated material may not be suitable for in-Bay disposal to prevent mounding and navigational hazards. An evaluation of consolidation was performed that consisted of observations on whether refusal was encountered and observations of physical characteristics of the sediment (e.g., consistency/density). As shown in Table 2, refusal was only encountered prior to the target sampling depth at two stations (RC-DU1-04 and RC-DU2-04) due to dense sand or very stiff clay. At both stations, subsequent sampling attempts achieved the target sampling depth. The physical characteristics of each core were noted on individual sediment core collection forms and shown in core photographs (Appendix A). A summary of major sediment types for each core are presented in Figure 4. Generally, sediments consisted of an upper silt layer with an underlying sand layer. However, at three stations (RC-DU1-03, RC-DU1-04, and RC-DU2-01), located in the middle of the Residential Channel, a more substantial clay layer was observed, ranging from 0.8 to 2.6 feet thick. The clay was light brown to brown and ranged in consistency from stiff to very stiff. Although not substantial, it should be noted that smaller bands of clay (less than 1 inch) were observed in a couple other cores. Silts and sands would be dispersive if placed in-Bay; however, the more substantial clay layers may be less dispersive when placed and result in mounding. Based on the total length of clay intervals and total core lengths down to design depth plus over dredge at all stations, it was calculated that 11.6% of material from the Residential Channel is likely clay.

**Figure 4**  
**Major Sediment Types for Each Core Interval**



**LEGEND**

Major Sediment Type:

- Silt
- Sand
- Clay

--- Design depth plus overdredge (-9 feet MLLW)

Note:

Core diagram based on cores that achieved Z-layer depth (Attempt 1, except for stations RC-DU1-04 and RC-DU2-04 [Attempt 2]).

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**Figure 4**  
**Major Sediment Types for Each Core Interval**

Sampling and Analysis Report  
 City of Pittsburg 2023 Dredging Program

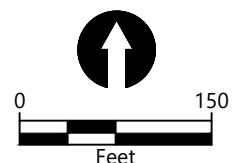




**SOURCE:** Aerial from Bing Maps. Bathymetric surface from eTrac Inc., dated July 21, 2022.  
**HORIZONTAL DATUM:** California State Plane, Zone 3 (NAD83), U.S. Survey Feet.  
**VERTICAL DATUM:** Mean Lower Low Water (MLLW)

**LEGEND:**

- |  |                            |            |  |
|--|----------------------------|------------|--|
|  | Dredge Unit Boundaries     | $(-7 + 2)$ | Dredge Depth (ft MLLW) + Overdepth (ft)              |
|  | Dredge Footprint           | $-16.5$    | Existing Bathymetric Sounding                        |
|  | Proposed Sampling Location |            | Storm Drain  |
|  | Actual Sampling Location   |            | Not Suitable for Unconfined Aquatic Disposal at SF-9 |



Publish Date: 2023/05/12 2:12 PM | User: mpratschner  
 Filepath: K:\Projects\0906-City of Pittsburg\2023 Dredging Program\0906-RP-007 DREDGE\_NOT SUITABLE (SAR).dwg FIG 5



**Figure 5**  
**Proposed Area Not Suitable for Unconfined Aquatic Disposal at SF-9**



# PITTSBURG MARINA BASIN III MAINTENANCE DREDGING

## APPENDIX C

Dredge Area Working Points

(to be issued electronically)

# PITTSBURG MARINA BASIN III MAINTENANCE DREDGING

## PROJECT DRAWINGS

### APPENDIX D



# PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING

CITY OF PITTSBURG | CONTRACT 2023-23 | MAY 2023

THE CITY COUNCIL OF THE CITY OF PITTSBURG  
 SHANELLE SCALES-PRESTON - MAYOR  
 JUAN ANTONIO BANALES - VICE MAYOR  
 ANGELICA LOPEZ - COUNCIL MEMBER  
 DIONNE ADAMS - COUNCIL MEMBER  
 JELANI KILLINGS - COUNCIL MEMBER

DRAWING INDEX		
SHT #	DWG #	TITLE
1	G01	COVER SHEET
2	C01	DREDGING PLAN BASIN 3
3	C02	DREDGING PLAN LAUNCH RAMP
4	C03	DREDGING PLAN RESIDENTIAL CHANNEL (1 OF 2)
5	C04	DREDGING PLAN RESIDENTIAL CHANNEL (2 OF 2)
6	C05	TYPICAL CROSS SECTIONS
7	C06	SITE PHOTOGRAPHS

ACCEPTED BY:

  
 JOHN SAMUELSON, P.E., CITY ENGINEER, CE 67734

DATE \_\_\_\_\_

Acceptance of these improvement plans by the City Engineer shall not relieve the Developer of record or the Engineer of record from responsibility for the design of the improvements nor from any deficiencies resulting from the design thereof.

The City Engineer shall sign any revision prior to construction. Three copies of the revision shall be submitted to the City.

A "Record Drawing" on vellum shall be submitted to the City prior to acceptance of the work as complete.

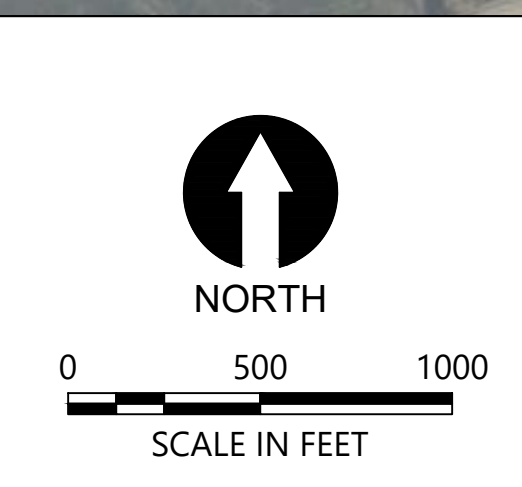
ABBREVIATIONS

APPROX.	APPROXIMATE
DWG	DRAWING
(E)	EXISTING
ELEV	ELEVATION
FT	FEET
H	HORIZONTAL
MLLW	MEAN LOWER LOW WATER
MWRP	MONTEZUMA WETLAND RESTORATION PROJECT
NAD	NORTH AMERICAN DATUM
STA	STATION
TYP	TYPICAL
V	VERTICAL



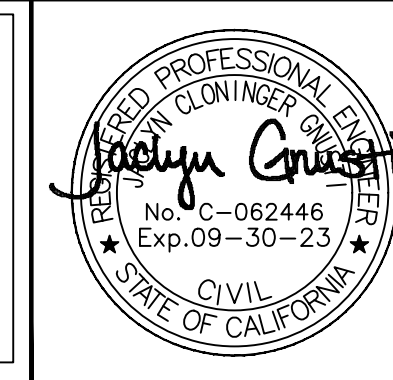
PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

K:\Projects\0906-City of Pittsburg\2023 Dredging Program\Construction Plans\0906-PL-2023 Dredge Cover.dwg G01



CITY OF PITTSBURG

ACCEPTED BY:



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: K. JOURNEY  
 DRAWN BY: T. GRIGA  
 CHECKED BY: J. GNUSTI  
 APPROVED BY: J. GNUSTI  
 SCALE: AS NOTED  
 DATE: MAY 2023

**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

**COVER SHEET**

**G01**

SHEET # 1 OF 7

ISSUED FOR BID

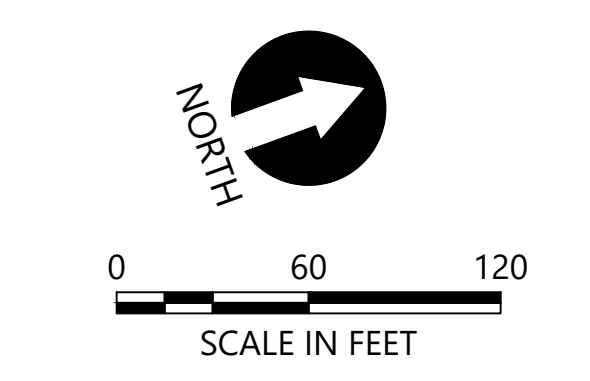


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 May 25, 2023 11:56am tgriga



- NOTES:
1. HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE 3, NAD 83, U.S. FEET.
  2. IN WATER VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).
  3. EXISTING BATHYMETRIC SOUNDINGS PROVIDED BY ETRAC, INC. SURVEY DATED JULY 21, 22, AND 25, 2022. BATHYMETRY AT TIME OF DREDGING MAY DIFFER.
  4. THE REQUIRED DREDGE ELEVATION MUST BE ACHIEVED IN THE ENTIRE DREDGE AREA FOR IT TO BE ACCEPTED AS COMPLETE. HOWEVER, SEDIMENT MAY REMAIN UNDER THE FLOATING DOCKS LEFT IN PLACE AS LONG AS THE BERTHING AREA IS DREDGED TO THE REQUIRED DREDGE ELEVATION. THE CITY WILL COMPARE THE PRE-DREDGE SURVEYS TO ENSURE THAT DREDGED SEDIMENT FROM THESE AREA WAS REMOVED FROM SITE.
  5. CONTRACTOR TO TAKE EXTREME CARE TO AVOID DAMAGE TO FLOATING DOCKS, DOCK COVERS, ROCK REVETMENTS, SHEET PILE WALLS, PILING, AND OTHER EXISTING SITE FEATURES WHILE DREDGING IN ADJACENT AREAS. CONTRACTOR TO COORDINATE WITH THE CITY PRIOR TO DREDGING TO CONFIRM REQUIRED OFFSET OF DREDGE TOE FROM THESE FEATURES.
  6. THE CITY MAY OVERSEE OPERATIONS TO ENSURE THE DREDGING OBJECTIVE IS MET. IF FIELD MODIFICATIONS ARE DIRECTED BY THE CITY TO ACCOMMODATE EXISTING STRUCTURES AND/OR PREVENT SLOPE FAILURE, THE CONTRACTOR WILL BE COMPENSATED FOR ACTUAL VOLUME DREDGED IN ACCORDANCE WITH THE SPECIFICATIONS.
  7. EXISTING FLOATING DOCKS AND COVERED STRUCTURES IN DREDGE AREA A WILL NOT BE REMOVED TO FACILITATE COMPLETION OF DREDGING.
- SOURCE:  
 AERIAL ©2022 MICROSOFT CORPORATION ©2022 MAXAR ©CNES (2022) DISTRIBUTION AIRBUS DS

- LEGEND:
- Existing bathymetric sounding (ft, MLLW)
  - Existing top of slope (approximate)
  - Toe of dredge slope (dredging footprint)
  - Required dredge area (per July 2022 hydrographic survey)
  - Dredge area C station line
- INDICATES DIRECTION OF CUTTING PLANE
- SECTION "A" IS SHOWN ON DRAWING "C05"



PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE"  
 ONE INCH AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY

**ISSUED FOR BID**



**CITY OF PITTSBURG**



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: K. JOURNEY  
 DRAWN BY: T. GRIGA  
 CHECKED BY: J. GNUSTI  
 APPROVED BY: J. GNUSTI  
 SCALE: AS NOTED  
 DATE: MAY 2023

**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

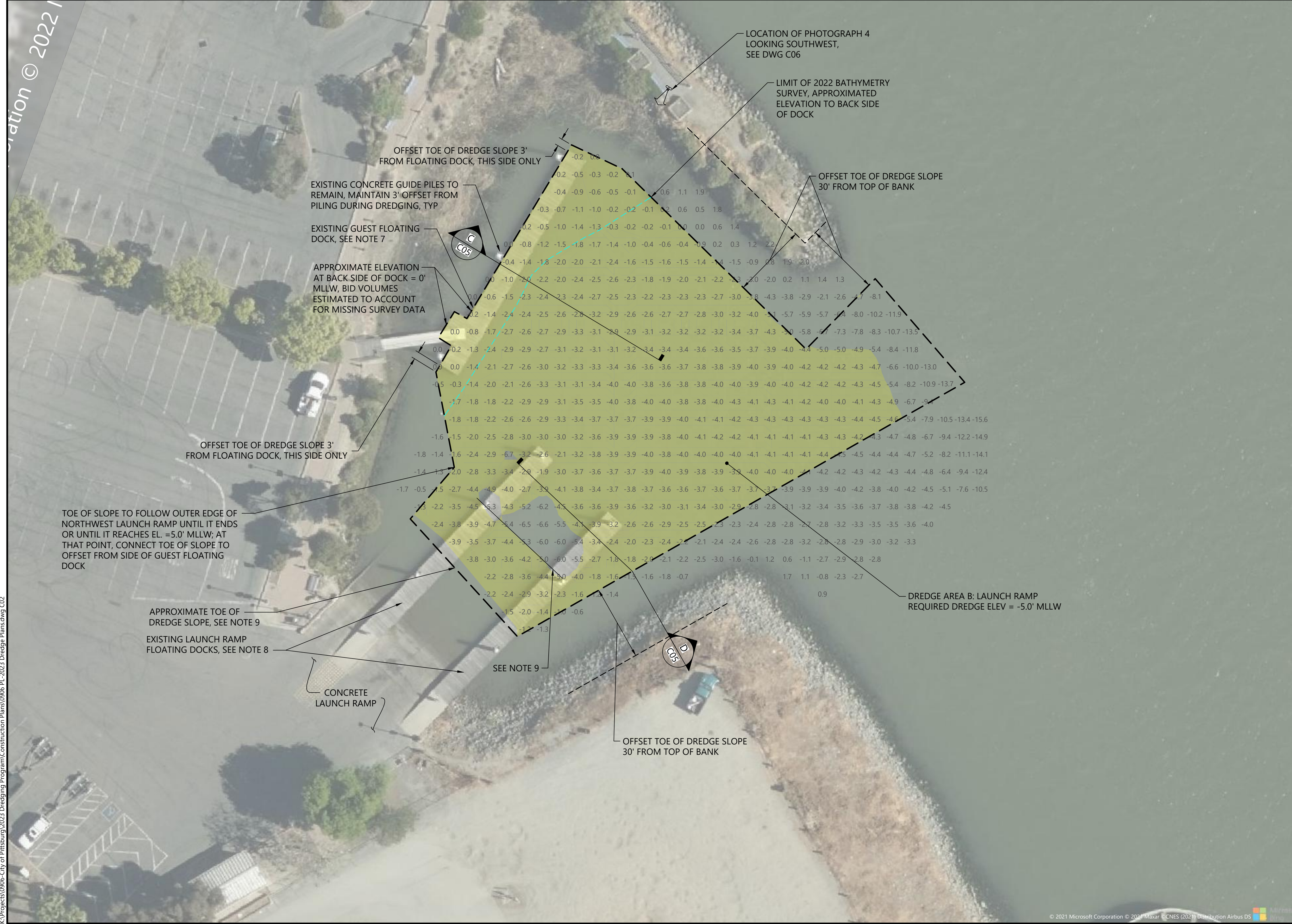
**DREDGING PLAN BASIN 3**

**C01**

SHEET # **2** OF **7**



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 May 25, 2023 11:56am tgriga  
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- NOTES:**
- HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE 3, NAD 83, U.S. FEET.
  - IN WATER VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).
  - EXISTING BATHYMETRIC SOUNDINGS PROVIDED BY ETRAC, INC. SURVEY DATED JULY 21, 22, AND 25, 2022. BATHYMETRY AT TIME OF DREDGING MAY DIFFER.
  - THE REQUIRED DREDGE ELEVATION MUST BE ACHIEVED IN THE ENTIRE DREDGE AREA FOR IT TO BE ACCEPTED AS COMPLETE. HOWEVER, SEDIMENT MAY REMAIN UNDER THE FLOATING DOCKS LEFT IN PLACE AS LONG AS THE BERTHING AREA IS DREDGED TO THE REQUIRED DREDGE ELEVATION. THE CITY WILL COMPARE THE PRE-DREDGE SURVEYS TO ENSURE THAT DREDGED SEDIMENT FROM THESE AREA WAS REMOVED FROM SITE.
  - CONTRACTOR TO TAKE EXTREME CARE TO AVOID DAMAGE TO FLOATING DOCKS, DOCK COVERS, ROCK REVETMENTS, SHEET PILE WALLS, PILING, AND OTHER EXISTING SITE FEATURES WHILE DREDGING IN ADJACENT AREAS. CONTRACTOR TO COORDINATE WITH THE CITY PRIOR TO DREDGING TO CONFIRM REQUIRED OFFSET OF DREDGE TOE FROM THESE FEATURES.
  - THE CITY MAY OVERSEE OPERATIONS TO ENSURE THE DREDGING OBJECTIVE IS MET. IF FIELD MODIFICATIONS ARE DIRECTED BY THE CITY TO ACCOMMODATE EXISTING STRUCTURES AND/OR PREVENT SLOPE FAILURE, THE CONTRACTOR WILL BE COMPENSATED FOR ACTUAL VOLUME DREDGED IN ACCORDANCE WITH THE SPECIFICATIONS.
  - EXISTING GUEST FLOATING DOCK IN DREDGE AREA B WILL BE REMOVED DURING DREDGING. DREDGE TEMPLATE INCLUDES THE ENTIRE UNDERSIDE OF FLOATING DOCK INCLUDING GANGWAY LANDING. SEDIMENT MUST BE REMOVED TO THE REQUIRED DREDGE ELEVATION, UNLESS OTHERWISE DIRECTED BY THE CITY IN WRITING. THE FINAL DREDGE SURFACE UNDER FLOATING DOCK MUST BE LEVEL (NOT VARY BY MORE THAN 1 FOOT IN ELEVATION)
  - EXISTING LAUNCH RAMP FLOATING DOCKS IN DREDGE AREA B WILL NOT BE REMOVED TO FACILITATE COMPLETION OF DREDGING.
  - CONTRACTOR TO FIELD VERIFY THE EXTENTS OF THE CONCRETE LAUNCH RAMP AND DEMARCATÉ PRIOR TO THE START OF DREDGING ACTIVITIES. COORDINATE WITH CITY. SEDIMENT OVERLAYING THE CONCRETE LAUNCH RAMP SHALL BE REMOVED TO THE EXTENT POSSIBLE WITHOUT DAMAGING CONCRETE; THEREFORE TOE OF SLOPE FACING LANDSIDE MAY VARY FROM TOE OF DREDGE SLOPE SHOWN. CONTRACTOR TO REPAIR ANY DAMAGES TO CONCRETE FROM DREDGING AT NO EXPENSE TO THE CITY.
  - ALL DREDGING IN DREDGE AREA B MUST BE COORDINATED WITH THE CITY IN ADVANCE, AND CITY MAY OVERSEE OPERATIONS TO ENSURE THE DREDGING OBJECTIVE IS MET. IF FIELD MODIFICATIONS ARE DIRECTED BY THE CITY TO ACCOMMODATE THE EXISTING STRUCTURES AND/OR PREVENT SLOPE FAILURE, THE CONTRACTOR WILL BE COMPENSATED FOR ACTUAL VOLUME DREDGED IN ACCORDANCE WITH THE SPECIFICATIONS.

**SOURCE:**  
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**LEGEND:**

- EXISTING BATHYMETRIC SOUNDING (FT, MLLW)
- EXISTING TOP OF SLOPE (APPROXIMATE)
- TOE OF DREDGE SLOPE (DREDGING FOOTPRINT)
- REQUIRED DREDGE AREA (PER JULY 2022 HYDROGRAPHIC SURVEY)
- INDICATES DIRECTION OF CUTTING PLANE
- SECTION "A" IS SHOWN ON DRAWING "C05"
- NORTH
- SCALE IN FEET: 0, 20, 40

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

ISSUED FOR BID



CITY OF PITTSBURG



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: K. JOURNEY  
 DRAWN BY: T. GRIGA  
 CHECKED BY: J. GNUSTI  
 APPROVED BY: J. GNUSTI  
 SCALE: AS NOTED  
 DATE: MAY 2023

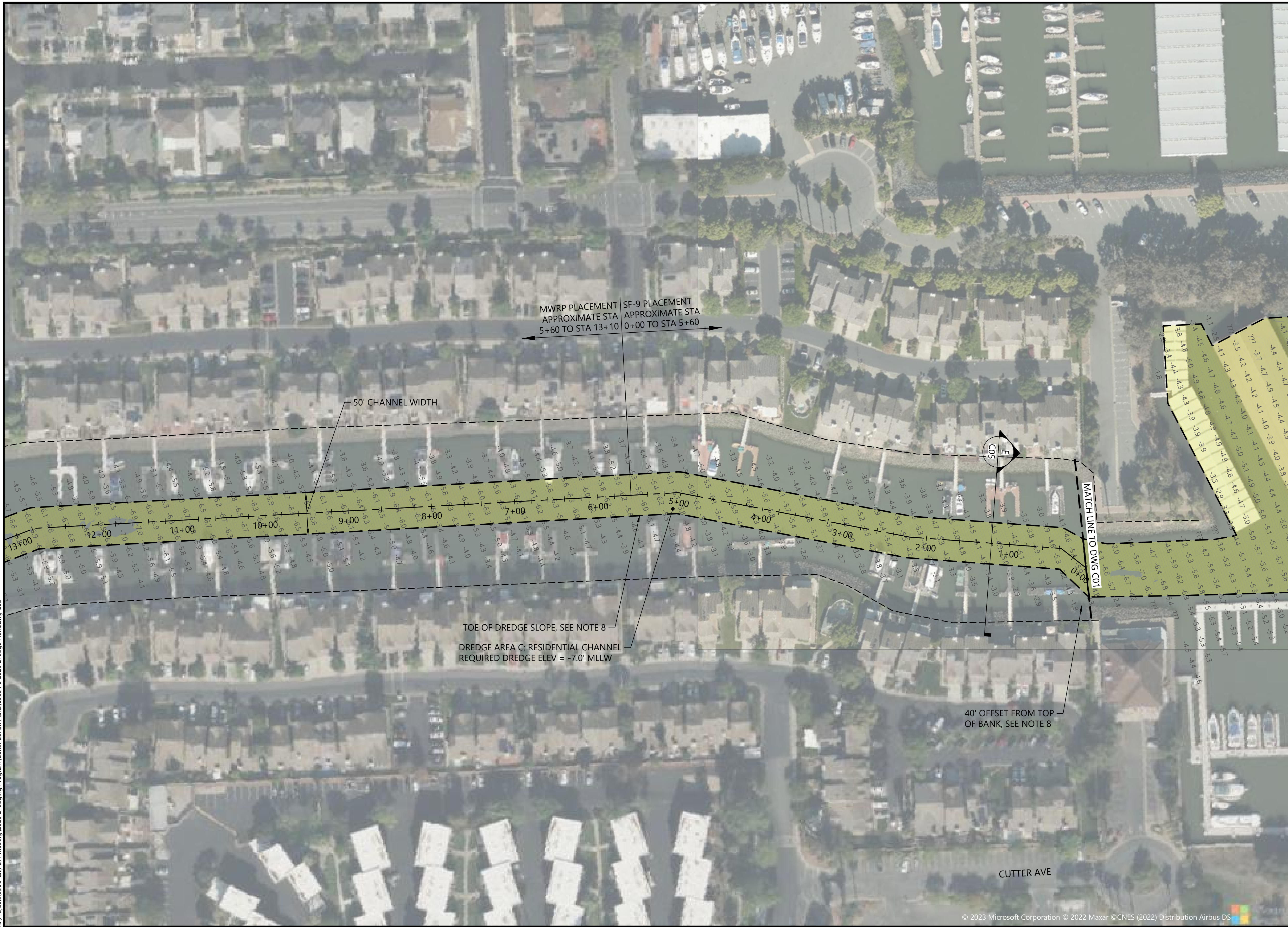
**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**  
**DREDGING PLAN LAUNCH RAMP**

C02

SHEET # 3 OF 7



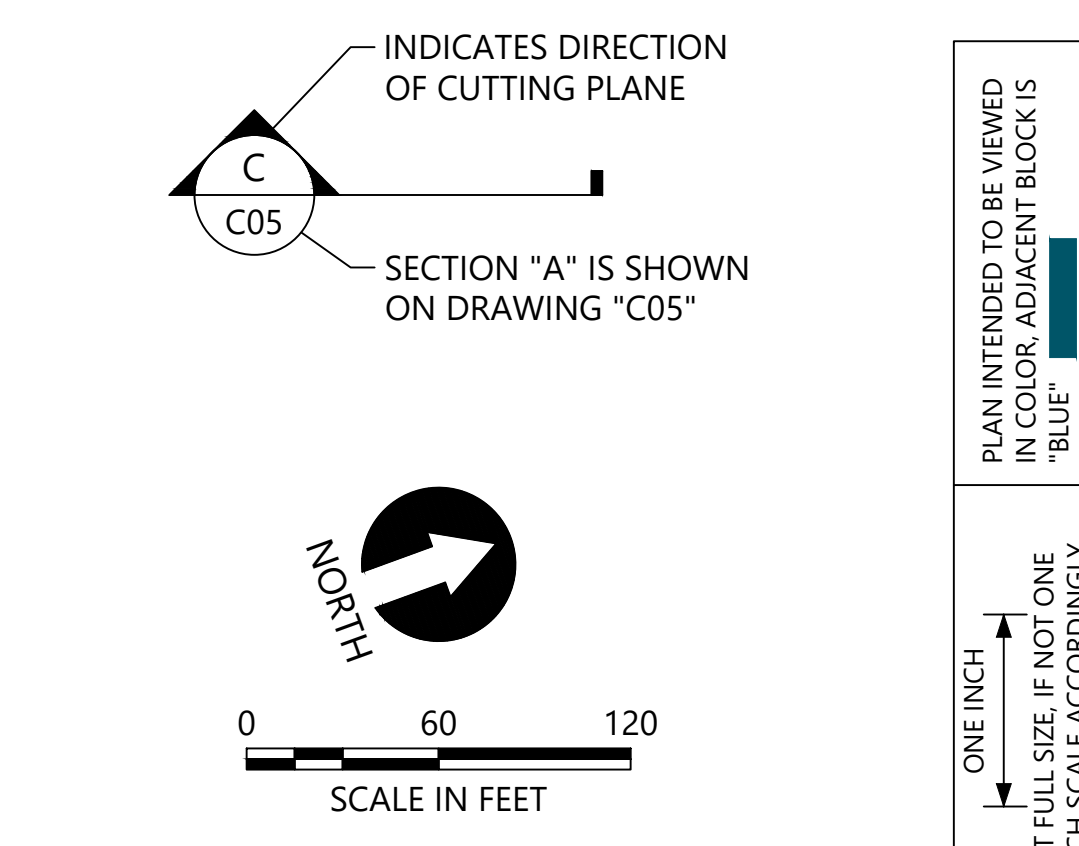
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- NOTES:
- HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE 3, NAD 83, U.S. FEET.
  - IN WATER VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).
  - EXISTING BATHYMETRIC SOUNDINGS PROVIDED BY ETRAC, INC. SURVEY DATED JULY 21, 22, AND 25, 2022. BATHYMETRY AT TIME OF DREDGING MAY DIFFER.
  - THE REQUIRED DREDGE ELEVATION MUST BE ACHIEVED IN THE ENTIRE DREDGE AREA FOR IT TO BE ACCEPTED AS COMPLETE. HOWEVER, SEDIMENT MAY REMAIN UNDER THE FLOATING DOCKS LEFT IN PLACE AS LONG AS THE BERTHING AREA IS DREDGED TO THE REQUIRED DREDGE ELEVATION. THE CITY WILL COMPARE THE PRE-DREDGE SURVEYS TO ENSURE THAT DREDGED SEDIMENT FROM THESE AREA WAS REMOVED FROM SITE.
  - CONTRACTOR TO TAKE EXTREME CARE TO AVOID DAMAGE TO FLOATING DOCKS, DOCK COVERS, ROCK REVETMENTS, SHEET PILE WALLS, PILING, AND OTHER EXISTING SITE FEATURES WHILE DREDGING IN ADJACENT AREAS. CONTRACTOR TO COORDINATE WITH THE CITY PRIOR TO DREDGING TO CONFIRM REQUIRED OFFSET OF DREDGE TOE FROM THESE FEATURES.
  - THE CITY MAY OVERSEE OPERATIONS TO ENSURE THE DREDGING OBJECTIVE IS MET. IF FIELD MODIFICATIONS ARE DIRECTED BY THE CITY TO ACCOMMODATE EXISTING STRUCTURES AND/OR PREVENT SLOPE FAILURE, THE CONTRACTOR WILL BE COMPENSATED FOR ACTUAL VOLUME DREDGED IN ACCORDANCE WITH THE SPECIFICATIONS.
  - EXISTING FLOATING DOCKS AND COVERED STRUCTURES IN DREDGE AREA C WILL NOT BE REMOVED TO FACILITATE COMPLETION OF DREDGING.
  - DREDGE AREA C DREDGE FOOTPRINT INCLUDES A GENERAL CHANNEL WIDTH OF 50 FEET, EXCEPT WHERE INDICATED AS A 400 FOOT OFFSET FROM TOP OF BANK. THE TOE OF DREDGE SLOPE MUST NEVER BE CUT WITHIN 3 FEET OF AN EXISTING FLOATING DOCK OR OTHER MARINE STRUCTURE.

SOURCE:  
AERIAL ©2022 MICROSOFT CORPORATION ©2022 MAXAR  
©CNES (2022) DISTRIBUTION AIRBUS DS

- LEGEND:
- EXISTING BATHYMETRIC SOUNDING (FT, MLLW)
  - EXISTING TOP OF SLOPE (APPROXIMATE)
  - TOE OF DREDGE SLOPE (DREDGING FOOTPRINT)
  - REQUIRED DREDGE AREA (PER JULY 2022 HYDROGRAPHIC SURVEY)
  - DREDGE AREA C STATION LINE



PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

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**ISSUED FOR BID**



CITY OF PITTSBURG



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: K. JOURNEY  
 DRAWN BY: T. GRIGA  
 CHECKED BY: J. GNUSTI  
 APPROVED BY: J. GNUSTI  
 SCALE: AS NOTED  
 DATE: MAY 2023

**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

**DREDGING PLAN RESIDENTIAL CHANNEL (1 OF 2)**

**C03**

SHEET # **4** OF **7**



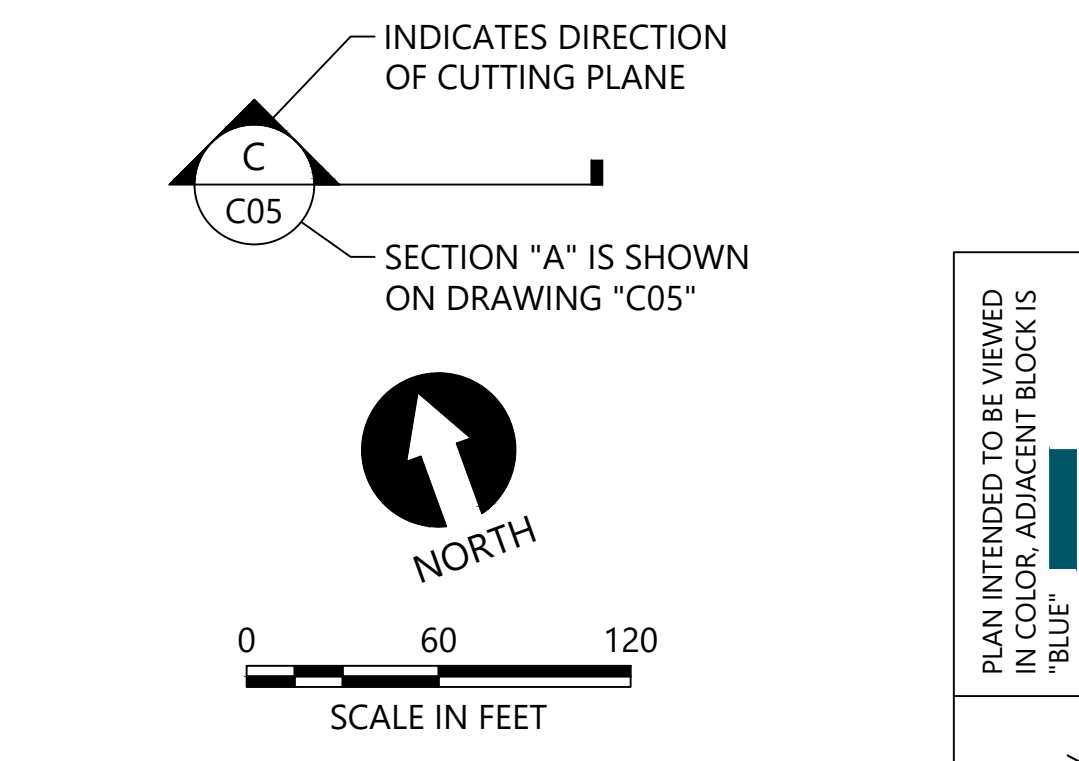
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May 25, 2023 11:56am tgriga



- NOTES:
1. HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE 3, NAD 83, U.S. FEET.
  2. IN WATER VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).
  3. EXISTING BATHYMETRIC SOUNDINGS PROVIDED BY ETRAC, INC. SURVEY DATED JULY 21, 22, AND 25, 2022. BATHYMETRY AT TIME OF DREDGING MAY DIFFER.
  4. THE REQUIRED DREDGE ELEVATION MUST BE ACHIEVED IN THE ENTIRE DREDGE AREA FOR IT TO BE ACCEPTED AS COMPLETE. HOWEVER, SEDIMENT MAY REMAIN UNDER THE FLOATING DOCKS LEFT IN PLACE AS LONG AS THE BERTHING AREA IS DREDGED TO THE REQUIRED DREDGE ELEVATION. THE CITY WILL COMPARE THE PRE-DREDGE SURVEYS TO ENSURE THAT DREDGED SEDIMENT FROM THESE AREA WAS REMOVED FROM SITE.
  5. CONTRACTOR TO TAKE EXTREME CARE TO AVOID DAMAGE TO FLOATING DOCKS, DOCK COVERS, ROCK REVETMENTS, SHEET PILE WALLS, PILING, AND OTHER EXISTING SITE FEATURES WHILE DREDGING IN ADJACENT AREAS. CONTRACTOR TO COORDINATE WITH THE CITY PRIOR TO DREDGING TO CONFIRM REQUIRED OFFSET OF DREDGE TOE FROM THESE FEATURES.
  6. THE CITY MAY OVERSEE OPERATIONS TO ENSURE THE DREDGING OBJECTIVE IS MET. IF FIELD MODIFICATIONS ARE DIRECTED BY THE CITY TO ACCOMMODATE EXISTING STRUCTURES AND/OR PREVENT SLOPE FAILURE, THE CONTRACTOR WILL BE COMPENSATED FOR ACTUAL VOLUME DREDGED IN ACCORDANCE WITH THE SPECIFICATIONS.
  7. EXISTING FLOATING DOCKS AND COVERED STRUCTURES IN DREDGE AREA C WILL NOT BE REMOVED TO FACILITATE COMPLETION OF DREDGING.
  8. DREDGE AREA C DREDGE FOOTPRINT INCLUDES A GENERAL CHANNEL WIDTH OF 50 FEET, EXCEPT WHERE INDICATED AS A 40-FOOT OFFSET FROM TOP OF BANK. THE TOE OF DREDGE SLOPE MUST NEVER BE CUT WITHIN 3 FEET OF AN EXISTING FLOATING DOCK OR OTHER MARINE STRUCTURE.

SOURCE:  
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©CNES (2022) DISTRIBUTION AIRBUS DS

- LEGEND:
- EXISTING BATHYMETRIC SOUNDING (FT, MLLW)
  - EXISTING TOP OF SLOPE (APPROXIMATE)
  - TOE OF DREDGE SLOPE (DREDGING FOOTPRINT)
  - REQUIRED DREDGE AREA (PER JULY 2022 HYDROGRAPHIC SURVEY)
  - DREDGE AREA C STATION LINE



PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

**ISSUED FOR BID**



**CITY OF PITTSBURG**



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: K. JOURNEY  
 DRAWN BY: T. GRIGA  
 CHECKED BY: J. GNUSTI  
 APPROVED BY: J. GNUSTI  
 SCALE: AS NOTED  
 DATE: MAY 2023

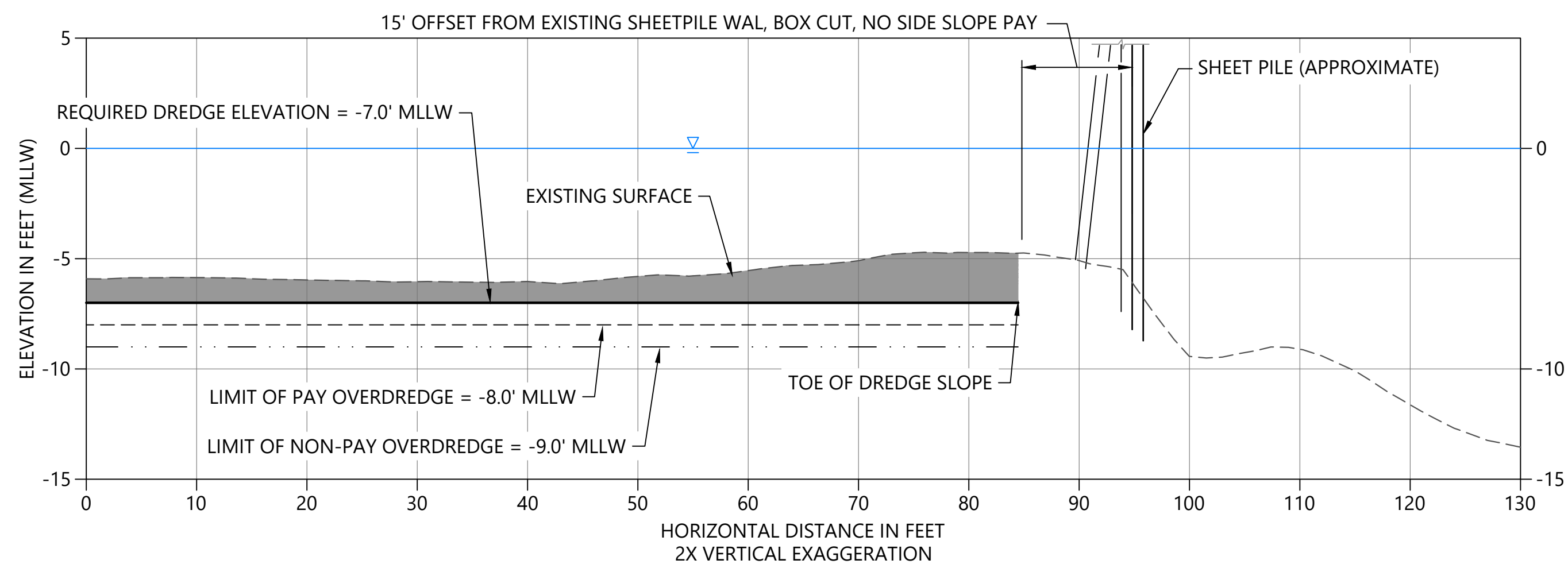
**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

**DREDGING PLAN RESIDENTIAL CHANNEL (2 OF 2)**

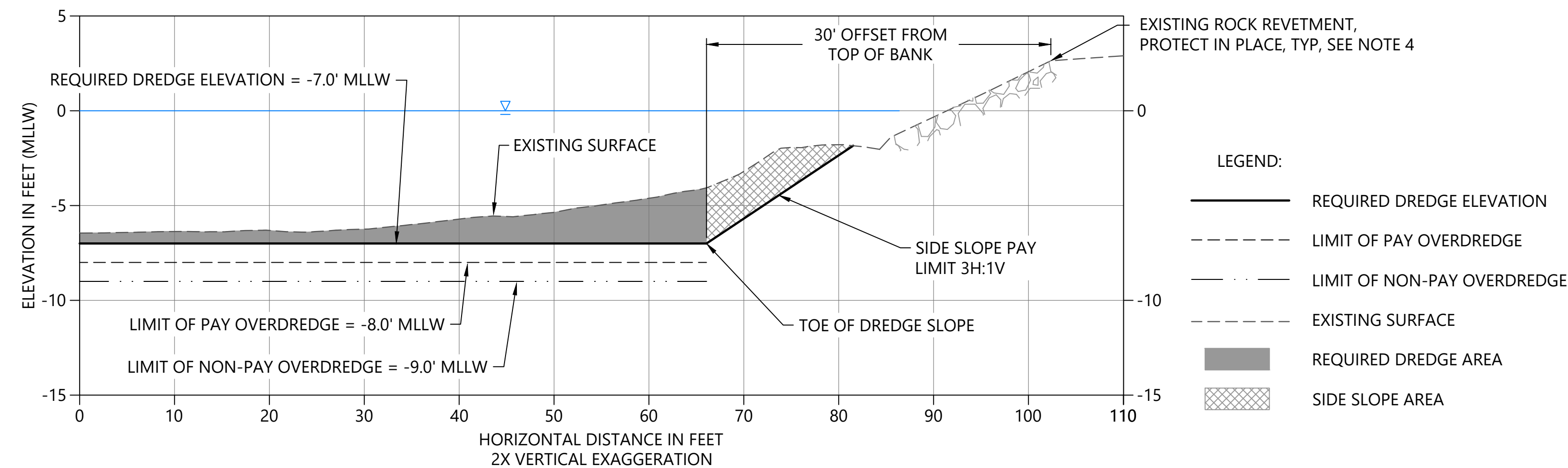
**C04**

SHEET # **5** OF **7**

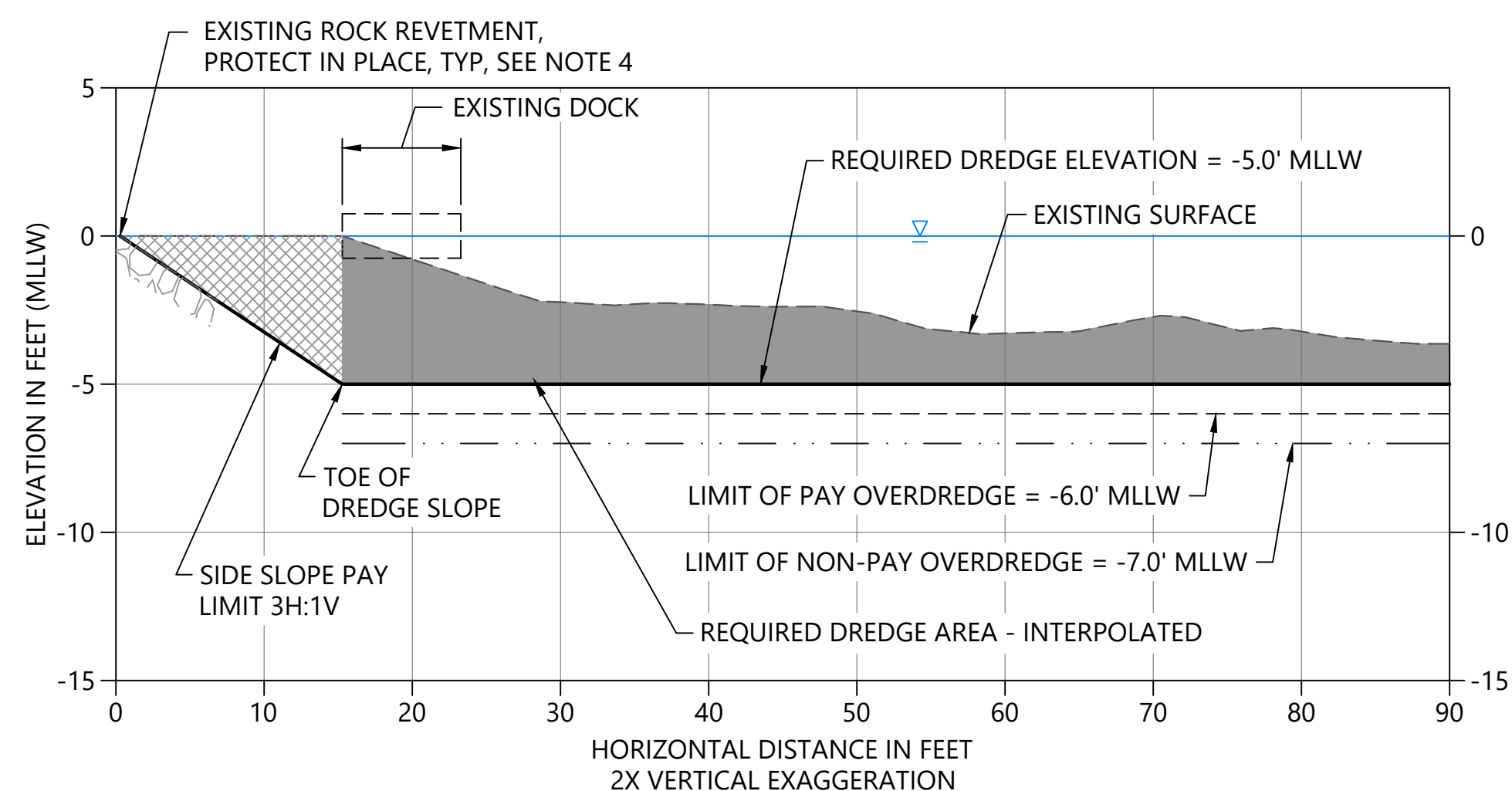
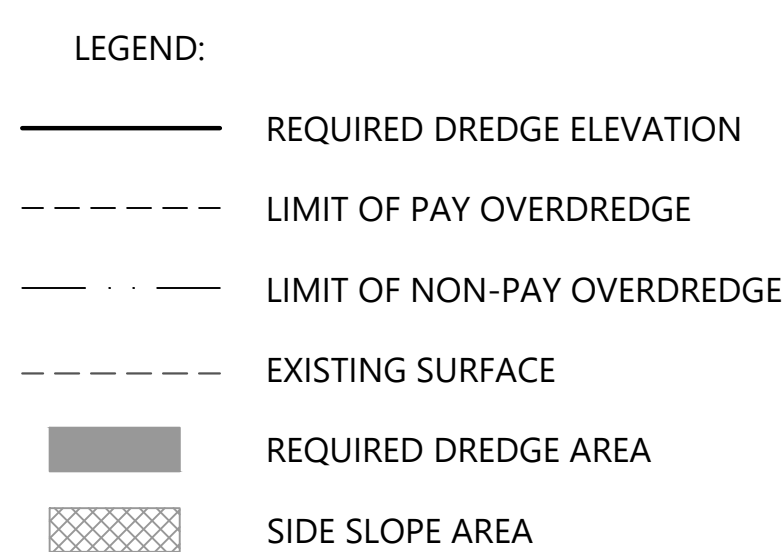




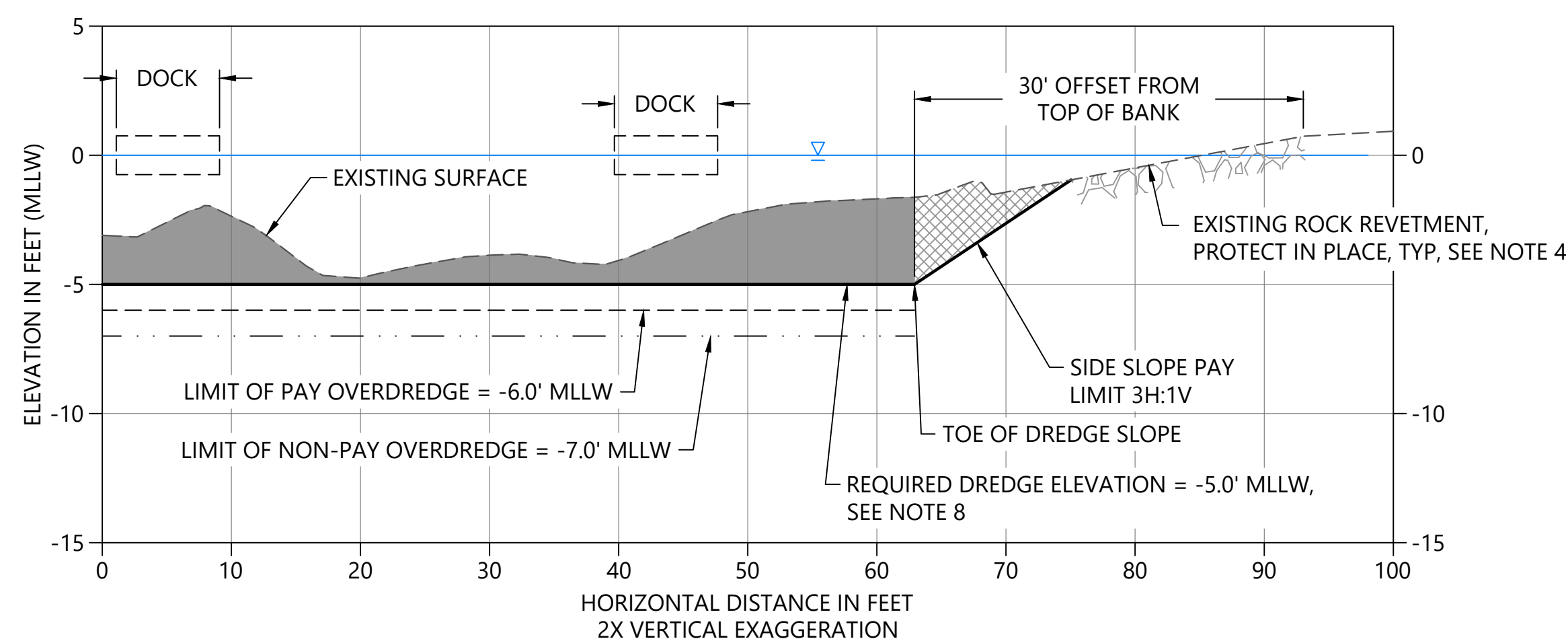
**A** TYPICAL SECTION AT BASIN 3 SHEET PILE WALL  
 C01 HORIZ. SCALE: 1" = 10'  
 VERT. SCALE: 1" = 5'



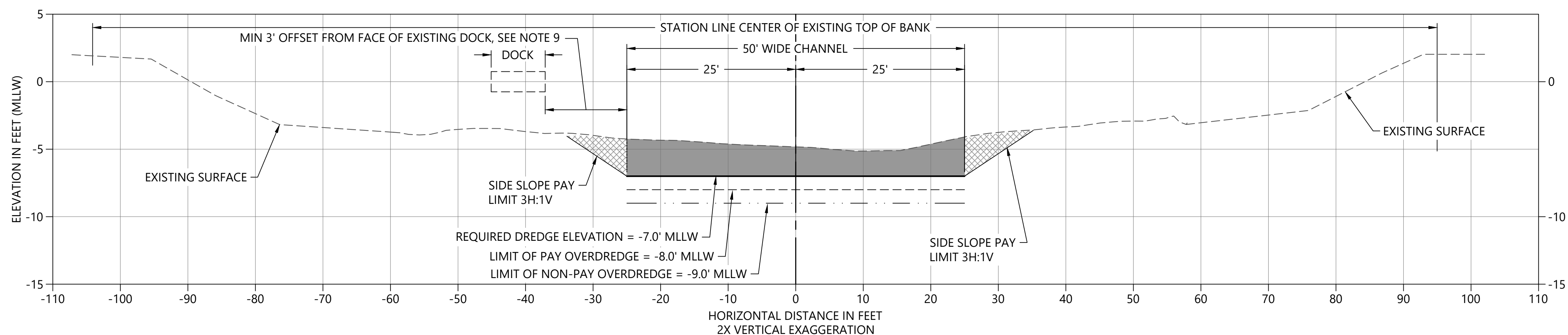
**B** TYPICAL SECTION AT BASIN 3 ROCK REVETMENT  
 C01 HORIZ. SCALE: 1" = 10'  
 VERT. SCALE: 1" = 5'



**C** TYPICAL SECTION AT LAUNCH RAMP FLOATING GUEST DOCK  
 C02 HORIZ. SCALE: 1" = 10'  
 VERT. SCALE: 1" = 5'



**D** TYPICAL SECTION AT LAUNCH RAMP FLOATING DOCKS  
 C02 HORIZ. SCALE: 1" = 10'  
 VERT. SCALE: 1" = 5'



**E** TYPICAL SECTION AT RESIDENTIAL CHANNEL  
 C03 HORIZ. SCALE: 1" = 10'  
 VERT. SCALE: 1" = 5'

**NOTES:**

- EXISTING SURFACE BASED ON SURVEY PERFORMED BY ETRAC, INC. ON JULY 21, 2022.
- NOT ALL EXISTING STRUCTURES ARE SHOWN FOR CLARITY.
- SEDIMENT MAY SLOUGH INTO DREDGED AREAS FROM THE ADJACENT SIDE SLOPES. THIS SEDIMENT SHALL BE REMOVED FROM WITHIN THE DREDGE TEMPLATE AS NECESSARY TO ACHIEVE THE REQUIRED DREDGE ELEVATION. ALL MATERIAL THAT SLOUGHS FROM OUTSIDE THE DREDGE TEMPLATE BOUNDARY WILL BE PAID TO A LIMIT OF 3H:1V.
- LOCATION AND EXTENTS OF EXISTING ROCK REVETMENT ARE APPROXIMATE AND INTENDED FOR GENERAL REFERENCE ONLY. CONTRACTOR TO FIELD VERIFY THE LOCATION OF THE ROCK REVETMENT.
- DIMENSIONS OF DOCKS VARY. CONTRACTOR MUST INSPECT ALL MARINA FACILITIES PRIOR TO MOBILIZATION TO DETERMINE EQUIPMENT ACCESS RESTRICTIONS.
- DREDGING BELOW THE MAXIMUM ALLOWABLE OVERDREDGE ELEVATION IS DEFINED AND EXCESSIVE DREDGING AND IS PROHIBITED. THE CONTRACTOR WILL NOT BE PAID FOR EXCESSIVE DREDGING AND WILL BE RESPONSIBLE FOR ANY REGULATORY AGENCY FEES AND/OR FINES INCURRED AS A RESULT. ADDITIONALLY, IF OVERDREDGING RESULTS IN DAMAGE OR UNDERMINING TO EXISTING STRUCTURES, THE CONTRACTOR SHALL RECTIFY TO THE CITY'S SATISFACTION PRIOR TO CLOSE OF THE CONTRACT.
- IN DREDGE AREA A, THE REQUIRED DREDGE ELEVATION MUST BE ACHIEVED IN ALL ENTRANCE AREAS, FAIRWAYS, AND BERTHS OF A DREDGE AREA FOR IT TO BE ACCEPTED AS COMPLETE. HOWEVER, SEDIMENT MAY REMAIN UNDER THE FLOATING DOCKS. THE CITY WILL COMPARE THE PRE- AND POST-DREDGE SURVEYS TO ENSURE THAT DREDGED SEDIMENT FROM THESE AREA WAS REMOVED FROM THE SITE.
- DREDGE AREA B CONCRETE LAUNCH RAMP LOCATION AND ALIGNMENT NOT CONFIRMED. CONTRACTOR TO IDENTIFY DEPTHS AND EXTENTS PRIOR TO DREDGING. DREDGING MUST NOT DAMAGE EXISTING RAMP.
- DREDGE AREA C DREDGE FOOTPRINT INCLUDES A GENERAL CHANNEL WIDTH OF 50 FEET, EXCEPT WHERE INDICATED AS A 40 FOOT OFFSET FROM TOP OF BANK. ADDITIONALLY, THE TOE OF DREDGE SLOPE MUST NEVER BE CUT WITHIN 3 FEET OF AN EXISTING FLOATING DOCK OR OTHER MARINE STRUCTURE.

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

**ISSUED FOR BID**

K:\Projects\0906-City of Pittsburgh\2023 Dredging Program\Construction Plans\0906 PL-2023 Dredge Plans.dwg C05



**CITY OF PITTSBURG**



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: J. GNUSTI  
 DRAWN BY: C. YARD/J. BIGSBY  
 CHECKED BY:  
 APPROVED BY:  
 SCALE: AS NOTED  
 DATE: DECEMBER 2021

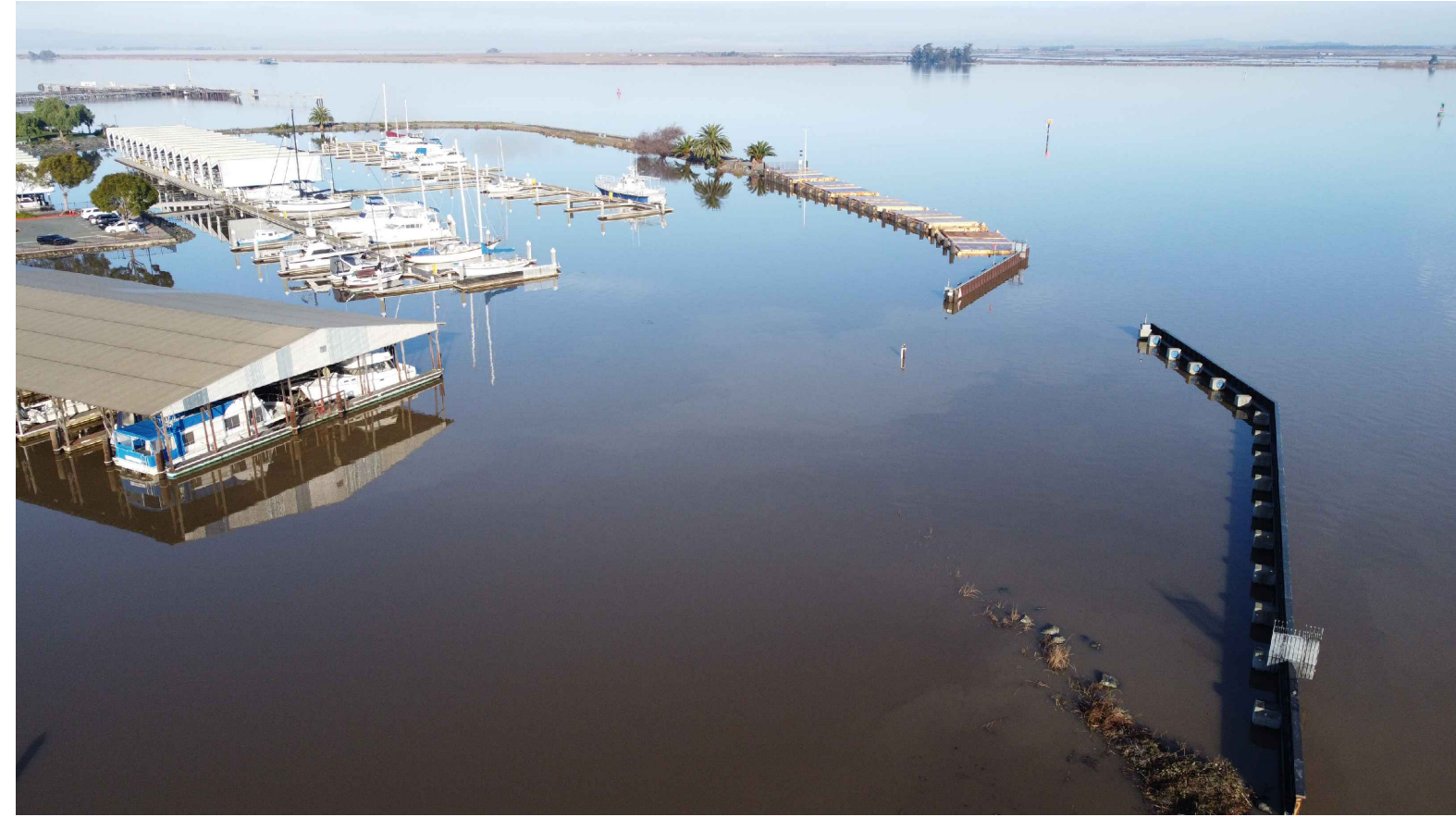
**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

**TYPICAL CROSS SECTIONS**

**C05**

SHEET # 6 OF 7





PHOTOGRAPH 1  
BASIN 3 ENTRANCE  
(DREDGE AREA A)



PHOTOGRAPH 2  
BASIN 3 SHEET PILE WALL  
(DREDGE AREA A)



PHOTOGRAPH 3  
BASIN 3 DOCK COVERS  
(DREDGE AREA A)

NOTES:

1. THE PHOTOGRAPHS ON THIS PAGE ARE INTENDED TO SHOW VARIOUS SITE CONDITIONS AND STRUCTURES, HOWEVER THEY DO NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO PERFORM A SITE INVESTIGATION AND ASSESSMENT OF EXISTING CONDITIONS AFFECTING THE DREDGING WORK PRIOR TO SUBMITTING A BID.
2. CONTRACTOR TO VERIFY CLEARANCE UNDER DOCK COVERS FOR EQUIPMENT ACCESS PRIOR TO SUBMITTING A BID AND PROVIDE AN APPROACH FOR REMOVAL OF SEDIMENT BELOW THE DOCK COVERS.



PHOTOGRAPH 4  
LAUNCH AREA FLOATING LAUNCH DOCKS  
(DREDGE AREA B)



PHOTOGRAPH 5  
RESIDENTIAL CHANNEL  
(DREDGE AREA C)



PHOTOGRAPH 6  
RESIDENTIAL CHANNEL GAZEBO  
(DREDGE AREA C)

K:\Projects\0906-City of Pittsburg\2023 Dredging Program\Construction Plans\0906 PL-2023 Dredge Plans.dwg C06  
May 25, 2023 11:56am Igriga

ONE INCH  
↑  
↓  
AT FULL SIZE. IF NOT ONE  
INCH SCALE ACCORDINGLY  
PLAN INTENDED TO BE VIEWED  
IN COLOR. ADJACENT BLOCK IS  
"BLUE"

**ISSUED FOR BID**



**CITY OF PITTSBURG**



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: J. GNUSTI  
 DRAWN BY: C. YARD/J. BIGSBY  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 SCALE: AS NOTED  
 DATE: DECEMBER 2021

**PITTSBURG MARINA BASIN 3, LAUNCH RAMP, AND RESIDENTIAL CHANNEL MAINTENANCE DREDGING**

**SITE PHOTOGRAPHS**

**C06**

SHEET # **7** OF **7**



## Appendix E

### Example Project Stabilization Agreement

# PROJECT STABILIZATION AGREEMENT

## FORTHE CITY OF PITTSBURG

### INTRODUCTION/FINDINGS

This Project Stabilization Agreement is entered into this 15<sup>th</sup> day of OCTOBER, 2018, by and between the City of Pittsburgh (hereinafter, the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "**Agreement To Be Bound**" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Pittsburgh through the use of skilled labor resulting in quality construction outcomes, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the City to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions and the Contractor/Employers would be best served if the construction work proceeded in an orderly



manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this agreement is to avoid the tensions that might arise on the Project if Union and nonunion workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws; and

WHEREAS, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Project.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS**

1.1 “Agreement” means this Project Stabilization Agreement (“PSA”).

1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Addendum A) which shall be executed by each and every Contractor(s)/Employer(s) as a condition of performing Project Work.

1.3 “City” means the City of Pittsburg and its City Council or any City-authorized individual.

1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract. For this definition of “Completion,” “Final Acceptance” shall mean that point in time at which the City has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents, the City has executed a written acceptance of the work, and a Notice of Completion has been filed.

1.5 “Construction Contract” means the public works or improvement contract(s) awarded by the City (including by design bid, design build, lease leaseback or other contracts under which Covered Work is performed) that are necessary to complete the Project.

1.6 “Contractor/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise, and their successors and assigns, that enters into contract with the City (whether by design bid, design build, lease leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement, and any of its contractors or subcontractors of any tier.

1.7 “Council” means the Contra Costa County Building & Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” or “Master Labor Agreement” means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be made available to the City upon request.

1.9 “Project” means a City construction project funded in whole or in part with City of Pittsburg funds where the engineer’s estimate or bid amount exceeds one million dollars (\$1,000,000), excluding those Projects set forth in the Side Letter executed concurrently with this Agreement. All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value. Projects outside of the above definition may require a Project Stabilization Agreement if passed by the City of Pittsburg City Council by a majority vote. The City, through its City Council, and the Council may mutually agree in writing to add additional components to the Project’s Scope of Work to be covered under this PSA. The term “Project” applies to all projects as defined in this section, whether used in the singular or plural herein.

1.10 “Project Manager” means the person or business entity designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the Contra Costa Building and Construction Trades Council, AFL-CIO (“the Council”) and its affiliated Unions signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement shall apply and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), the City, the Council and its affiliated Unions signatory to this Agreement.

2.2 **Applicability:** The Agreement shall govern all Construction Contracts awarded on City Projects. For the purposes of this Agreement, the Construction Contract shall be considered complete as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, punch list work, or modifications as required under the original Construction Contract with the City, or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of

buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, commissioning performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project that are under a Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication, necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil, or other fill or similar material that is incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

#### 2.4 Exclusions

2.4.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are not included in the Project.

2.4.2 The Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Collective Bargaining Agreements), staff engineers or other professional engineers, administrative, management, office and clerical employees.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 The Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to any construction project outside the City's jurisdiction performed jointly with another public entity, where the City is not bidding the project.

2.5 Award of Contracts: It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing **the Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a precondition of accepting an award of a construction subcontract to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the



rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference and which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

#### **ARTICLE IV**

#### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, AND LOCKOUTS**

4.1 The Unions, City and Contractor(s)/Employer(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will

not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is

available, then a selection shall be made pursuant to the procedure in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party (the City for a strike violation, the applicable Union(s) and trust fund(s) on behalf of the affected workers for a lockout violation) as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued

under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

## **ARTICLE V**

### **PRE-CONSTRUCTION CONFERENCE**

5.1 Timing: The General Contractor, after conferring with the Council, shall convene and conduct a pre-job conference with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, and the Unions, at a location mutually agreeable to the parties at least twenty-one (21) calendar days prior to:

- (a) The commencement of any Project Work, and
- (b) The commencement of Project Work on each subsequently awarded construction contract or phase.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and City may attend at their discretion.

5.3 Pre-Job Conference. The pre-job conference will consist of:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of the PLA are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction of a Project.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE VII**  
**UNION SECURITY**

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 Contractor/Employer shall be responsible to ensure that all employees who are employed by the Contractor/Employer(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for Union membership in the applicable local Union which is signatory to this Agreement and shall stay current with such working dues and fees for the duration of work on the Project. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local Union.

7.3 Authorized representatives of the Unions shall give notice to a supervisor to access the Projects whenever work covered by this Agreement is being or will be performed on the Project.

**ARTICLE VIII**  
**REFERRAL**

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s), (unless covered by an existing Master Agreement).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 **Local Hire:** It is in the interest of the parties to this Agreement to facilitate employment of City of Pittsburg and Local Area residents and to use resources in the Local Area in construction of the Project. The "Local Area" shall be defined as the communities of Pittsburg and Contra Costa County to be served by the Project. It is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project be worked by residents of the Local Area. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the contractor. The Parties to this Agreement support the development of increased numbers of skilled construction workers from the Local Area. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.



**ARTICLE IX**  
**WAGES AND BENEFITS**

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate signatory Unions.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractors/Employers agree to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Master Agreement.

**ARTICLE X**  
**APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as

is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

10.3 Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE XI**  
**HELMETS TO HARDHATS**

11.1 The Contractor/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree(s) to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

**ARTICLE XII**  
**COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/Employer(s) on the Project. The City shall monitor and enforce compliance with prevailing wage requirements of the state only to the extent required by law, and Contractors/Employers' compliance with this Agreement.

**ARTICLE XIII**  
**EMPLOYEE GRIEVANCE PROCEDURE**

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

**ARTICLE XIV**  
**GRIEVANCE ARBITRATION PROCEDURE**

14.1 Project Labor Disputes: All project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedures set forth herein.

14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more

than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be mutually agreed upon by the parties. If the parties cannot mutually agree, an arbitrator shall be selected by the alternate striking method from a list of four (4). Each party shall provide two (2) arbitrators for the list at the time of arbitration. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

14.3 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing

unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

14.4 The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.5 Retention: To the extent allowed by applicable law, at the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

14.6 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## ARTICLE XV

### WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the

Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

15.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

## **ARTICLE XVI**

### **MANAGEMENT RIGHTS**

16.1 Consistent with the Master Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.



**ARTICLE XVII**  
**DRUG & ALCOHOL TESTING**

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.

**ARTICLE XIX**  
**AMENDMENT/COUNTERPARTS/AUTHORITY**

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Council and Unions to be effective.

19.2 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.4 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**ARTICLE XX**  
**TERM**

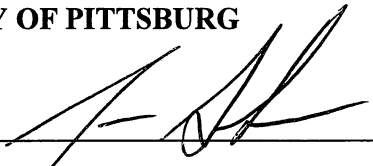
20.1 The Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitation, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract for the Project.

20.2 This Agreement shall become effective on the latter day executed by the City or by the Council and shall remain in effect until Completion of each Project in accordance with Sections 1.4 and 2.2.

20.3 This Agreement shall remain in full force and effect for a period of five (5) years from the date it is entered into. Prior to the five (5) year anniversary of the effective date, the City and the Council shall meet and confer regarding their experience with Projects covered by the Agreement, and shall discuss whether to modify the Agreement or extend the Agreement for

an additional term. This Agreement shall remain in effect pending the parties' meet and confer efforts. No term extension or any substantive change to this agreement will be effective unless agreed to by the Council and approved by City Council.

**CITY OF PITTSBURG**


By   
City Manager

Date 10/31/18

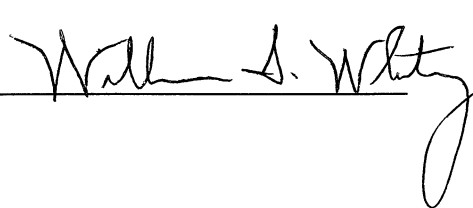
Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

**CONTRA COSTA BUILDING AND  
CONSTRUCTION TRADES COUNCIL (COUNCIL)**

By 

Date 10/31/2018

  
Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of  
Laborers, for itself and its affiliated Local  
Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical  
Workers Local #302

District Council #16, Painters and Allied  
Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional  
Council, for itself and its affiliated Local  
Unions

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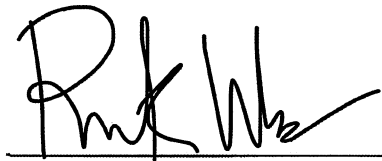
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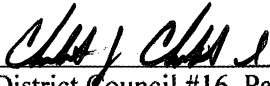
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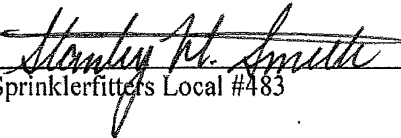
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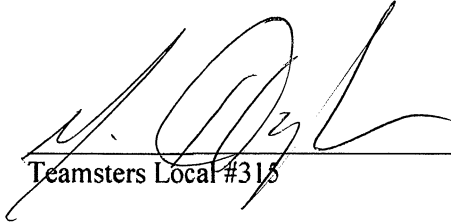
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Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

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Asbestos Workers Local #16



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Teamsters Local #316

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Roofers and Waterproofers Local #81

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Sheet Metal Workers Local #104

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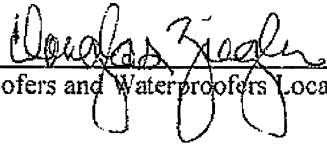
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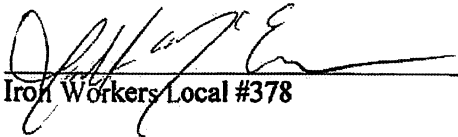
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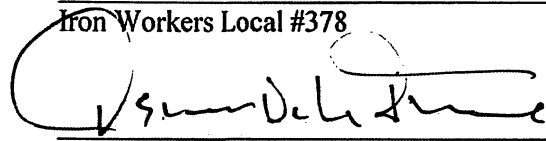
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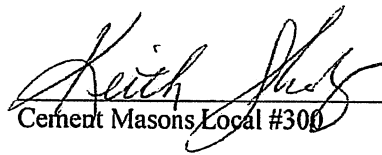
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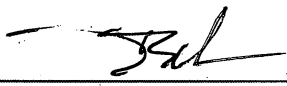
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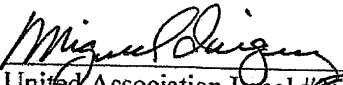
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Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

**ADDENDUM A**  
**AGREEMENT TO BE BOUND**

[Addressee]  
[Address]  
[City and State]

Re: City of Pittsburg Project Labor Agreement.

Dear Mr. /Ms. \_\_\_\_\_ :

The undersigned party confirms that it agrees to be a party to and bound by the City of Pittsburg Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the City of Pittsburg Project Stabilization Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter. However, the undersigned agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) so requires.

Contractor/Subcontractor: \_\_\_\_\_

Project Contract Number: \_\_\_\_\_

California State License Number:  
or Motor Carrier (CA) Permit Number: \_\_\_\_\_

Name and Signature of Authorized Person: \_\_\_\_\_  
(Print Name)

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

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

Address and Telephone Number: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

Appendix F  
Resolution 93-8022

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to )  
 Encourage Bidders on Public Works )  
 Projects to Increase the Utilization and )  
 Hiring of Local Contractors, Local ) Res. No. 93-8022  
 Businesses and Members of the City's )  
 Minority Community )  
 \_\_\_\_\_ )

The City Council of the City of Pittsburg DOES RESOLVE as follows:

A. The Council desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the City's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Council desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Council resolves:

Section 1.           Minority Employment Guidelines

A.    The Council declares that it is the policy of the City to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B.    Each bidder who is awarded a public works contract by the City is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2.           Local Resident Employment Guidelines

A.    The Council declares that it is the policy of the City to encourage employment of local residents.

B.    Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3.           Local Business Guidelines

A.    The Council declares that it is the policy of the City to promote growth and economic development for the City's local businesses and suppliers.

B.    Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4.           Voluntary Program; Prohibition

A.    This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B.    A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the City. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract in the City.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the City is required to submit to the City a summary by percentages and/or dollar amount of minority, local resident, local business and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the City.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

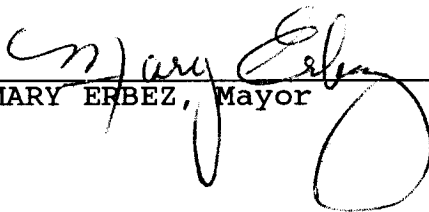
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Councilmembers Canciamilla, Davis, Lewis, Quesada and Mayor Erbez

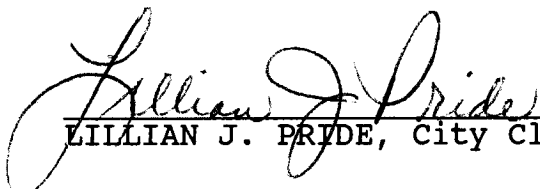
NAYS: None

ABSTAINED: None

ABSENT: None

  
\_\_\_\_\_  
MARY ERBEZ, Mayor

Attest:

  
\_\_\_\_\_  
LILLIAN J. PRIDE, City Clerk

p\gen\local.res\c.nl.100

MICHAEL R. WOODS  
SAMUEL T. CRUMP  
LAURA J. ANDERSON


LAW OFFICES  
**MICHAEL R. WOODS**  
A PROFESSIONAL CORPORATION  
18100 CARRIGER ROAD  
SONOMA, CALIFORNIA 95476-4072  
(707) 996-1776

FACSIMILE  
(707) 935-0523

November 24, 1993

MEMORANDUM

TO: Mayor and Councilmembers  
Chair and Board of Directors, Redevelopment Agency

FROM: Michael R. Woods, City Attorney  
Laura J. Anderson 

RE: Local Employment Program

This memorandum is in response to the Council's request for information on a local contractor and minority preference program on public works contracts. Additionally, Councilman Canciamilla recently requested a resolution for Council consideration establishing a voluntary program which encourages the hiring of minorities, local residents and local small businesses in public works contracts.

**A. Requirements for a Mandatory Preference Program**

Before the City (or Agency) could adopt a mandatory program giving preference to local residents or local businesses in public works contracts, the Council would have to make at least one of the following findings:

- (1) non-residents are a "substantial cause" of social and economic problems (e.g. unemployment, crime, homelessness, poverty) facing city residents; or
- (2) the City has itself created disadvantages (e.g. higher business taxes, more stringent land use requirements) which cause local businesses to suffer.

The Council's findings would have to be based on substantial evidence such as statistical information, departmental studies, and testimony of city residents. The program adopted would have to be consistent with the findings, and the findings would have to be supported by appropriate evidence in the record of the Council's action. The program would have to be reasonable in light of the findings and evidence and could not favor local residents at the expense of non-residents in a way that would be disproportionate when considered against the findings and evidence.



Mayor and Councilmembers  
Chair and Board of Directors  
November 24, 1993  
Page 2

If a mandatory program were adopted without the required findings or adequate supporting evidence, a non-resident could challenge the local preference program in court as a violation of his or her constitutional rights.

If the Council wishes to entertain a mandatory program, we suggest you direct staff to conduct a study and gather evidence concerning the findings that would have to be made, and return to the Council with a proposed program.

#### **B. Proposed Resolution on Voluntary Program**

The Council may adopt a voluntary contractor preference program without making the findings described above. The program must be truly voluntary, however; the City would not make any decision to grant a contract to a particular contractor based upon compliance with the program.

Enclosed for your consideration is a proposed resolution which recognizes increased employment of City residents and increased opportunities for local businesses are desirable for the City. The resolution encourages bidders on public works contracts to hire members of the minority community, local residents and local businesses. The guidelines set forth below are a suggestion only. The Council may wish to adjust the percentages to encourage maximum participation in the program.

The resolution will state the Council's policy that bidders promote employment opportunities for minorities, local residents and small local businesses, as follows:

(1) Minority Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a minority work force of 20% on a craft-by-craft basis.

(2) Local Resident Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a local resident work force of 50% on a craft-by-craft basis.

(3) Local Business Guidelines. A bidder who is awarded a public works contract is encouraged to award 20% of the total dollar amount of the contract to local small businesses through subcontracts.

If the Council wishes to adopt this voluntary program, it may do so by adopting the enclosed resolution, which would take effect immediately unless otherwise specified.

Mayor and Councilmembers  
Chair and Board of Directors  
November 24, 1993  
Page 3

Please feel free to call if you have any questions or comments.

MRW:LJA:lr

Enclosure

cc: S. Anthony Donato, City Manager  
Lillian J. Pride, Assistant City Manager/City Clerk  
Nasser Shirazi, Community Development Director

pitts/general/mconpref/c.nl.100

**BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG**

In the Matter of:

Establishing Voluntary Guidelines to )  
Encourage Bidders on Public Works )  
Projects to Increase the Utilization and )  
Hiring of Local Contractors, Local ) Res. No. 93-442  
Businesses and Members of the City's )  
Minority Community )  
\_\_\_\_\_ )

The Redevelopment Agency of the City of Pittsburg DOES RESOLVE as follows:

A. The Agency desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the Agency's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Agency desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Agency resolves:

Section 1. Minority Employment Guidelines

A. The Agency declares that it is the policy of the Agency to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Agency declares that it is the policy of the Agency to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Agency declares that it is the policy of the Agency to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the Agency. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract by the Agency.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the Agency is required to submit to the Agency a summary by percentages and/or dollar amount of minority, local resident, local businesses and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the Agency.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

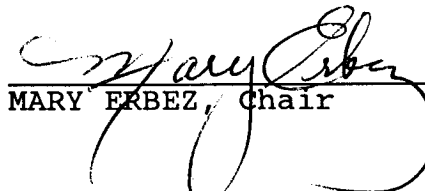
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Members Canciamilla, Davis, Lewis, Quesada & Chair Erbez.

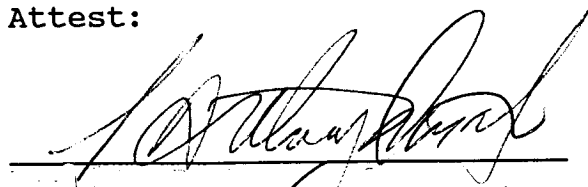
NAYS: None.

ABSTAINED: None.

ABSENT: None.

  
\_\_\_\_\_  
MARY ERBEZ, Chair

Attest:

  
\_\_\_\_\_  
S. Anthony Donato, Executive Director

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